



Agenda
City Council Regular Meeting
Tuesday, November 5, 2024
Richland City Hall ~ Council Chambers
625 Swift Boulevard

City Council Regular Meeting - 6:00 p.m.

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

1. 2025 Tri-City Regional Hotel-Motel Commission Budget and Marketing Plan Presentation
 - Kevin Lewis, Visit Tri-Cities CEO
2. Neighborhood Traffic Safety Program
 - Carlo D'Alessandro, Public Works Director
3. Status of Wye Park Closure
 - Christopher Waite, Parks & Public Facilities Director

Public Hearing: Please limit public hearing comments to 3 minutes. Comments must speak only to the item for which the hearing is convened. Records intended for Council consideration must be given to the City Clerk for distribution.

4. Proposed 2025 Budget and 2025-2030 Capital Improvement Plan, Ordinance No. 2024-37

Public Comments: Please limit public comments to 2 minutes. The public comment period is not an opportunity for dialogue with councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information-gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. Records intended for Council consideration must be given to the City Clerk for distribution.

Consent Calendar: Items on the Consent Calendar have been distributed to the City Council in advance for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no discussion. Councilmembers may transfer individual items to Items of Business for deliberation before voting.

Minutes:

5. Approval of the October 15, 2024 City Council Regular Meeting Minutes and the October 22, 2024 City Council Workshop Meeting Minutes
 - Jennifer Rogers, City Clerk

Ordinances - First Reading:

None.

Ordinances - Second Reading & Passage:

6. Ordinance No. 2024-32, Establishing and Dedicating the Right-of-Way for Segments of Kingsgate Way and Queensgate Drive
 - Carlo D'Alessandro, Public Works Director
7. Ordinance No. 2024-33, Amending Richland Municipal Code Section 5.04.386 related to Use of Business License Reserves
 - Kerwin Jensen, Development Services Director
8. Ordinance No. 2024-34, Amending Richland Municipal Code Sections 14.24.060, 15.03.060, 16.08.035, 17.56.028 and 18.24.020 related to Utility Rates
 - Heather Kintzley, City Attorney

Resolutions - Adoption:

9. Resolution No. 2024-124, Authorizing a Stormwater Facility Grant for the Downtown Connectivity Improvements Project
 - Carlo D'Alessandro, Public Works Director
10. Resolution No. 2024-139, Setting a Public Hearing Date for Vacation of a Portion of Robertson Drive
 - Carlo D'Alessandro, Public Works Director
11. Resolution No. 2024-140, Authorizing Award of Bid to Tapani, Inc. for the Truman Ave Tapteal 2 Booster Pump Station
 - Carlo D'Alessandro, Public Works Director
12. Resolution No. 2024-141, Authorizing an Interlocal Agreement with the City of West Richland for Engineering Support Services for the Horn Rapids Water Intertie
 - Carlo D'Alessandro, Public Works Director
13. Resolution No. 2024-142, Authorizing Award of Bid to Sharpe & Preszler Construction Co. Inc. for the Meadows Drive South Water Service Replacement Project
 - Carlo D'Alessandro, Public Works Director
14. Resolution No. 2024-143, Authorizing a Revocable Right-of-Way License Agreement with the Bonneville Power Administration
 - Carlo D'Alessandro, Public Works Director
15. Resolution No. 2024-144, Authorizing Amendment No. 1 to the Local Agency Haul Road/Detour Agreement with the Washington State Department of Transportation
 - Carlo D'Alessandro, Public Works Director
16. Resolution No. 2024-145, Authorizing a Memorandum of Understanding with the Benton Conservation District for Shrubsteppe Mitigation
 - Kerwin Jensen, Development Services Director
17. Resolution No. 2024-146, Awarding Commercial Facade Improvement Grant Funds to Joe & Mon Enterprises, LLC for 702 George Washington Way
 - Kerwin Jensen, Development Services Director
18. Resolution No. 2024-147, Ratifying a Memorandum of Understanding with the Benton-Franklin Council of Governments for Climate Change Planning
 - Kerwin Jensen, Development Services Director
19. Resolution 2024-148, Authorizing an Interlocal Agreement for the 2024 Byrne Justice Assistance Grant

- Martin Pilcher, Chief of Police
- 20. Resolution No. 2024-149, Authorizing a Grant Agreement with the Washington State Traffic Safety Commission for High Visibility Enforcement Actions
 - Martin Pilcher, Chief of Police
- 21. Resolution No. 2024-150, Approving the 2025 Tri-City Regional Hotel-Motel Commission Budget and Marketing Plan
 - Jon Amundson, City Manager
- 22. Resolution No. 2024-151, Establishing Richland City Council Meeting Dates for Calendar Year 2025
 - Jon Amundson, City Manager
- 23. Resolution No. 2024-152, Authorizing an Agreement with Eric J. Van Alstine d/b/a Tradewinds Heating and Cooling for Weatherwise Program Participation
 - Clint Whitney, Energy Services Director

Items - Approval:

- 24. Appointment to the Utility Advisory Committee: Colton Wallin
 - Jennifer Rogers, City Clerk

Items of Business:

- 25. Ordinance No. 2024-35, Approving a Change to the 2025 Ad Valorem Tax over the Prior Year
 - Brandon Allen, Finance Director
- 26. Ordinance No. 2024-36, Approving the 2025 Ad Valorem Tax and Property Tax Levies
 - Brandon Allen, Finance Director
- 27. Ordinance No. 2024-37, Approving the 2025 Budget and the 2025-2030 Capital Improvement Plan
 - Brandon Allen, Finance Director

Reports and Comments:

- 1. City Manager
- 2. City Council
- 3. Mayor

Adjournment

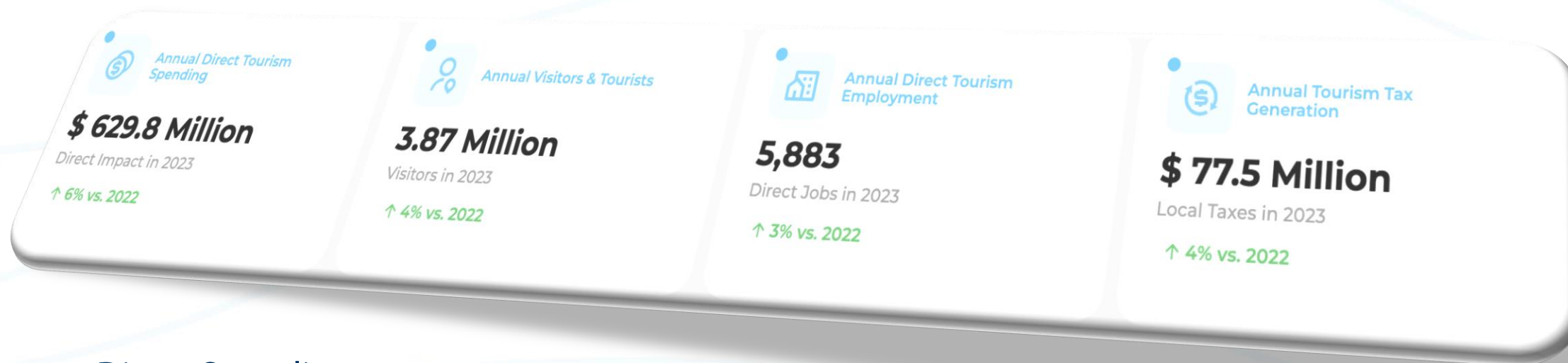
This meeting will be broadcast live on [CityView Channel 192](#) on the City's website and on the [City's YouTube Channel](#).

Richland City Hall is ADA accessible. Any individual who has difficulty attending the meeting in-person may request to provide comments remotely. (Ch. 42.30 RCW) Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 509-942-7389.



Fueling transformational growth through tourism.

Visitor Economy



- **Direct Spending** – creates a positive economic cycle
- **Indirect Impact** – fuels business interactions
 - Labor Income, Providers for Hospitality Businesses, Construction, Engineering, Professional Services
- **Induced Impacts** – improve quality of life
 - Employee Spending, Business Output, New Business Development
- **Tax Revenues** – support local governments
- **Tax Relief for Locals** – **\$600 per** household annually

*Source: Tourism Economics 2023





Community Vitality

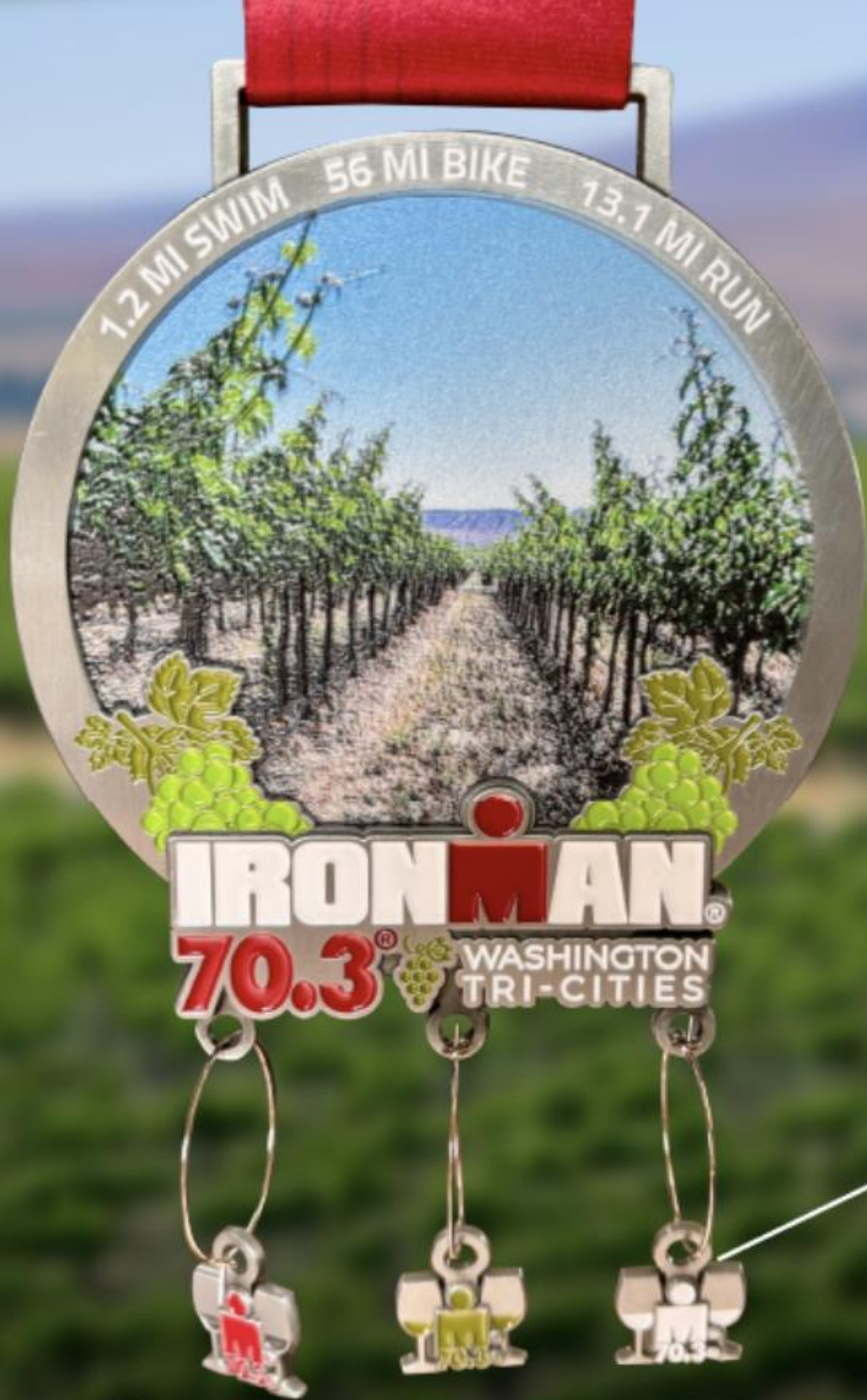


Mission: Fuel transformational growth in the Tri-Cities through tourism.

IRONMAN[®]

70.3[®] WASHINGTON TRI-CITIES

- Raises the profile of the community
- Showcases the destination
- Demonstrates capabilities
- Creates jobs & reduce taxes
- Generates sense of community



Economic Impact*



2167

Out of Town Athletes



7585

Out of Town Visitors



45 States



20 Countries



\$7 to \$7.5 million
Direct Spending

*Preliminary Data from Athlete Surveys

Fueling Transformational Growth

- 83 pieces of PR coverage
- 5.7 million views
- 46k watched the race video



Stacy Johnson

This is one of the best race videos I've seen! Honestly makes me seriously consider signing up again!

7m Like Reply



Steve Hoard
Great video!!

38m Like Reply



Christopher Dealy



Eric Anglikowski

If I wasn't already there, this video would have inspired me to sign up! Beautiful course and great local support.



Dana Crews

Top contributor

[Visit Tri-Cities, Washington](#) is one of the best tourist bureaus I have ever encountered! Thank you all! Keep bringing the smiles! We will be back!



Ironman 70.3 Washin...

Lisa Smith Cimino · 1h · 

I am SO impressed by the Tri-Cities residents and the way they came out to support the athletes! Thank you so very much to them, the amazing volunteers, and IM staff! Great job!!

Today, my group of 5 from Nebraska will return the favor and support your local wineries!!



Visit Tri-Cities

- **501c6 Destination Marketing Organization**
 - **Funded By**
 - Lodging Tax
 - Tourism Performance Agreements
 - Partners, Memberships, & Advertising

Forecast

- **TPA revenues projected to reach \$2.3 million**
 - National travel levels relatively flat
 - Local occupancy levels have been some of the highest in the state
- **Signature events like the IRONMAN 70.3 help energize our tourism growth**
- **Planned improvements will provide additional opportunities**
 - HAPO Center
 - Pasco Sports Complex
 - Aquatic Center
 - Three Rivers Conference Center

Meetings & Conventions



21,000

PROJECTED GUEST ROOMS



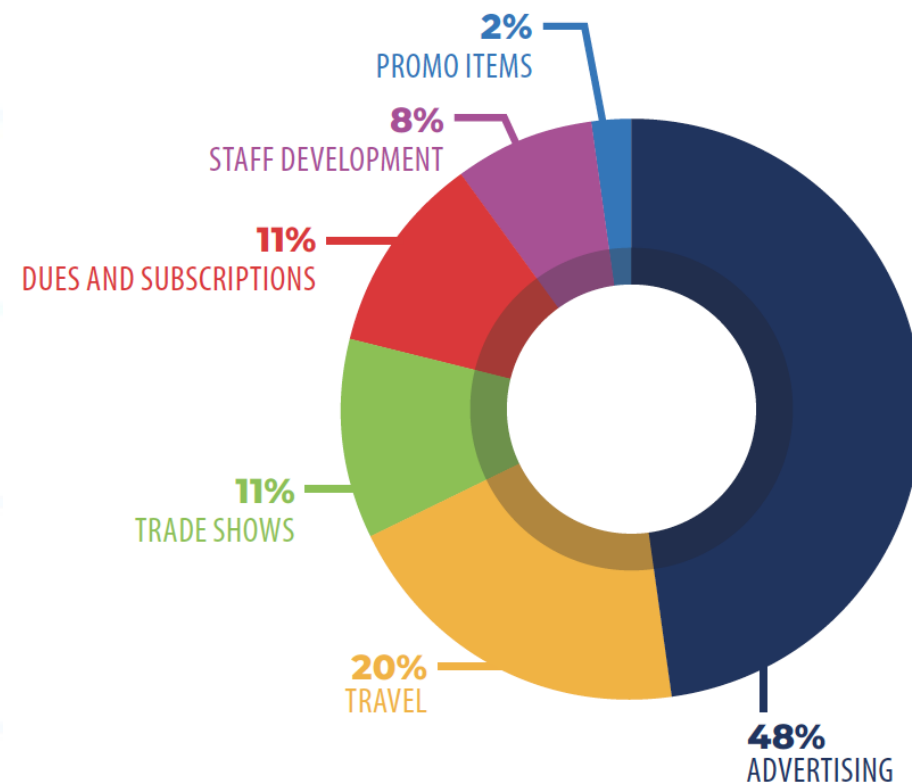
\$6,869,712

ESTIMATED ECONOMIC IMPACT*



\$2,500,017

ESTIMATED DIRECT
HOTEL SPENDING*



• **Marketing Budget: \$100, 269**

Sports & Tournaments



24,000

PROJECTED GUEST ROOMS



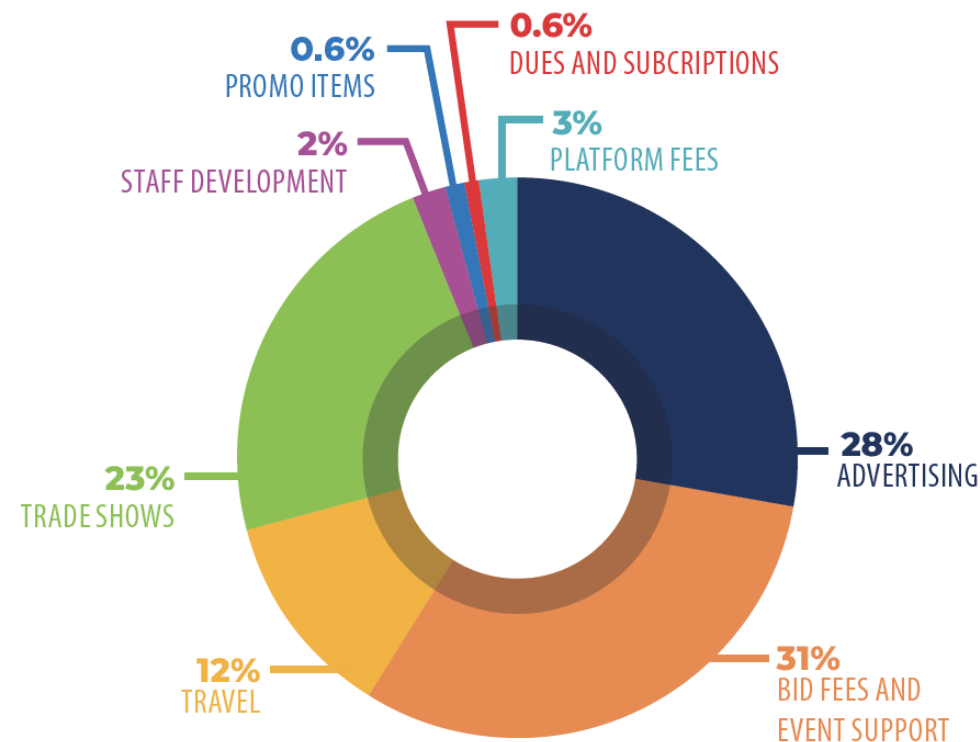
\$11,597,028

ESTIMATED ECONOMIC IMPACT*



\$2,648,880

ESTIMATED DIRECT
HOTEL SPENDING*



• **Marketing Budget: \$185,730**

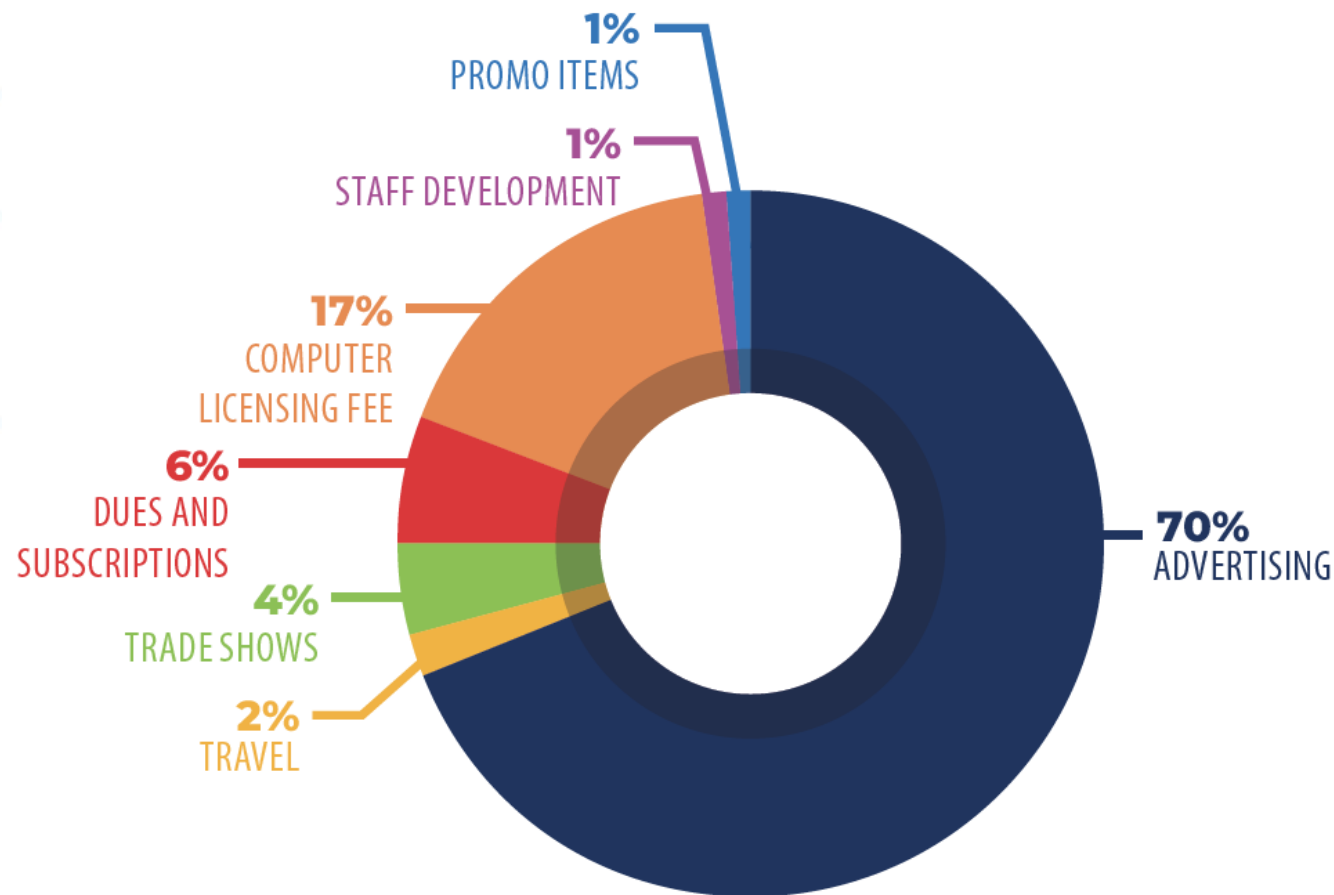
Tourism Development

- **Budget: \$604,927**

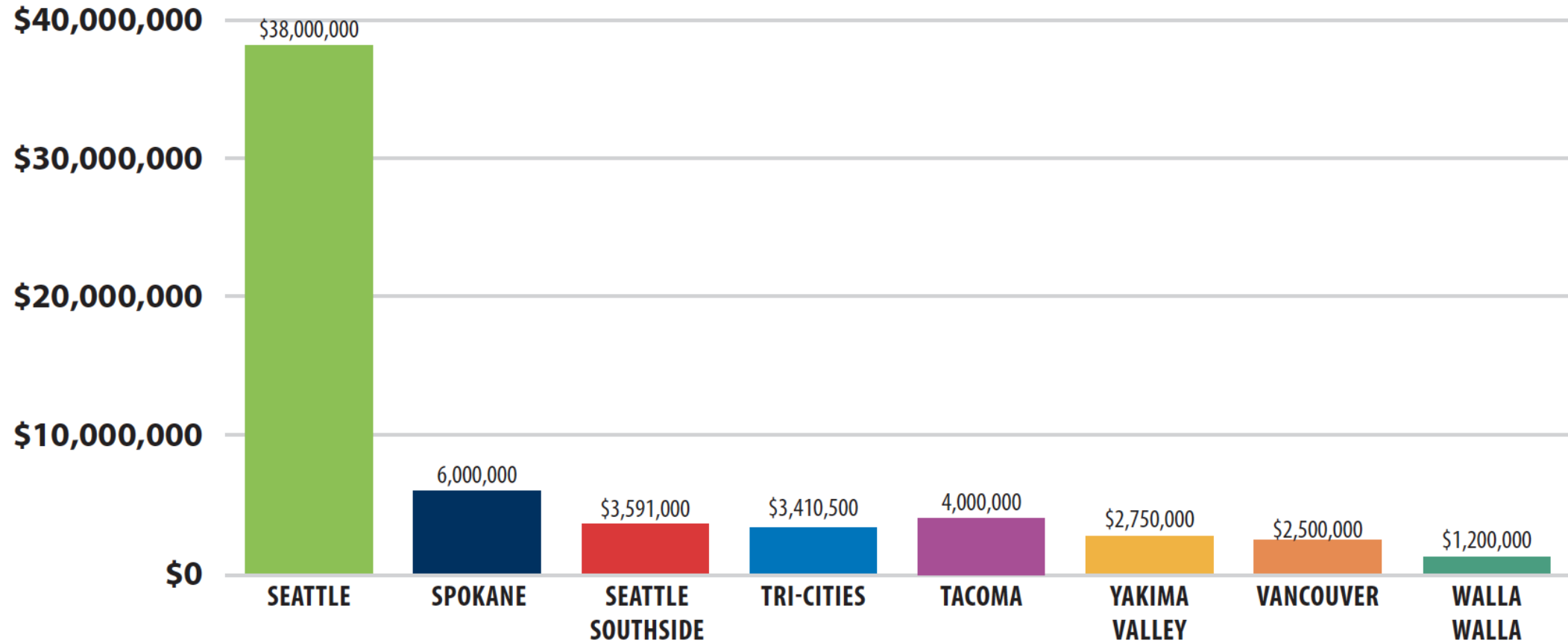
- **Advertising**

- Digital Ads
- PR / Media Relations
- Social Media Influencers
- Website
- Print
- Traditional TV

- **Computer Licensing Fees**
- **Travel / Trade Shows**
- **Promotion**
- **Dues & Subscription**
- **Staff Development**



Overall Budget







Neighborhood Traffic Safety Program

City Council

November 5, 2024

Carlo D'Alessandro, Public Works Director

Neighborhood Traffic Calming Program History

- Requests / complaints received for many years
 - Evaluated in light of other system priorities / needs
 - Pavement Preservation
 - Safety needs as indicated by crash history
 - Complete Streets improvement projects
 - Congestion mitigation projects
- Resolution No. 28-11
 - Established extremely high bar to deploy traffic speed mitigation improvements
 - No budgetary capacity to make improvements
 - No projects implemented with specific goal of speed mitigation

Program Basis

- Resolution No. 2023-173 repealed previous traffic calming approach and instituted the Neighborhood Traffic Safety (NTS) Program
- Funded through enhanced Citywide Safety and Security Enhancements
- Webpage: <https://www.ci.richland.wa.us/departments/public-works/traffic-and-streets/neighborhood-traffic-safety-program>
- Annual application and project development process



Program Steps

Step 1: Submit petition for installation of traffic calming devices

Step 2: Education & Enforcement

Step 3: Accepting Requests into the NTS Program

- Requests will be accepted throughout the year, but only those received by the end of February are considered for the current calendar year.

Step 4: Data Collection

Step 5: Scoring & Project Advancement

- Five criteria are considered when prioritizing locations. Speed, volume, proximity to schools or parks, sidewalks, and collision history.

Step 6: Development of Recommended Treatments for Selected Projects

Step 7: Neighborhood Consultation

Step 8: Conduct Balloting

Step 9: Project Development, Budgeting & Project Selection

Move to Detailed Design and Construction



Step: Evaluation Criteria

Table 1 - Scoring for Local & Minor Collector Residential Streets

Point Scale	85th Percentile Speed	Average Daily Traffic (ADT)		Location is near a School or Park	Presence of Sidewalk	5-Year Collision History
		Local Street	Minor Collector			
0.0	0 - 25	0 - 700	0 - 1250	No	Both Sides	0
0.5	26 - 27	-	1250 - 1500	-	One Side Only	1
1.0	28 - 29	700 - 1000	1500 - 1750	Yes	No Sidewalk	2
1.5	30 - 31	-	1750 - 2000	-	-	3
2.0	32 - 33	1000+	2000+	-	-	4
2.5	34 - 35	-	-	-	-	5
3.0	36+	-	-	-	-	6+

Table 2 - Scoring for Major Collector Residential Streets (25 mph & 30 mph)

Point Scale	85th Percentile Speed		Average Daily Traffic (ADT)	Location is near a School or Park	Presence of Sidewalk	5-Year Collision History
	Posted = 25	Posted = 30				
0.0	0 - 25	0 - 30	0 - 2000	No	Both Sides	0
0.5	26 - 27	31 - 32	2000 - 4000	-	One Side Only	1
1.0	28 - 29	33 - 34	4000 - 6000	Yes	No Sidewalk	2
1.5	30 - 31	35 - 36	6000 - 8000	-	-	3
2.0	32 - 33	37 - 38	8000+	-	-	4
2.5	34 - 35	39 - 40	-	-	-	5
3.0	36+	41+	-	-	-	6+

2024 Program

- Received 13 valid petitions by February 28 (Steps 1-3)
- Consultant provided data collection for speed and traffic volume. Staff provided data collection for crash history, sidewalk presence, and park/school proximity (Step 4)
- Staff performed scoring and ranking (Step 5). Broadmoor St and Canyon St are top ranked.



2024 Program: Step 5 Results

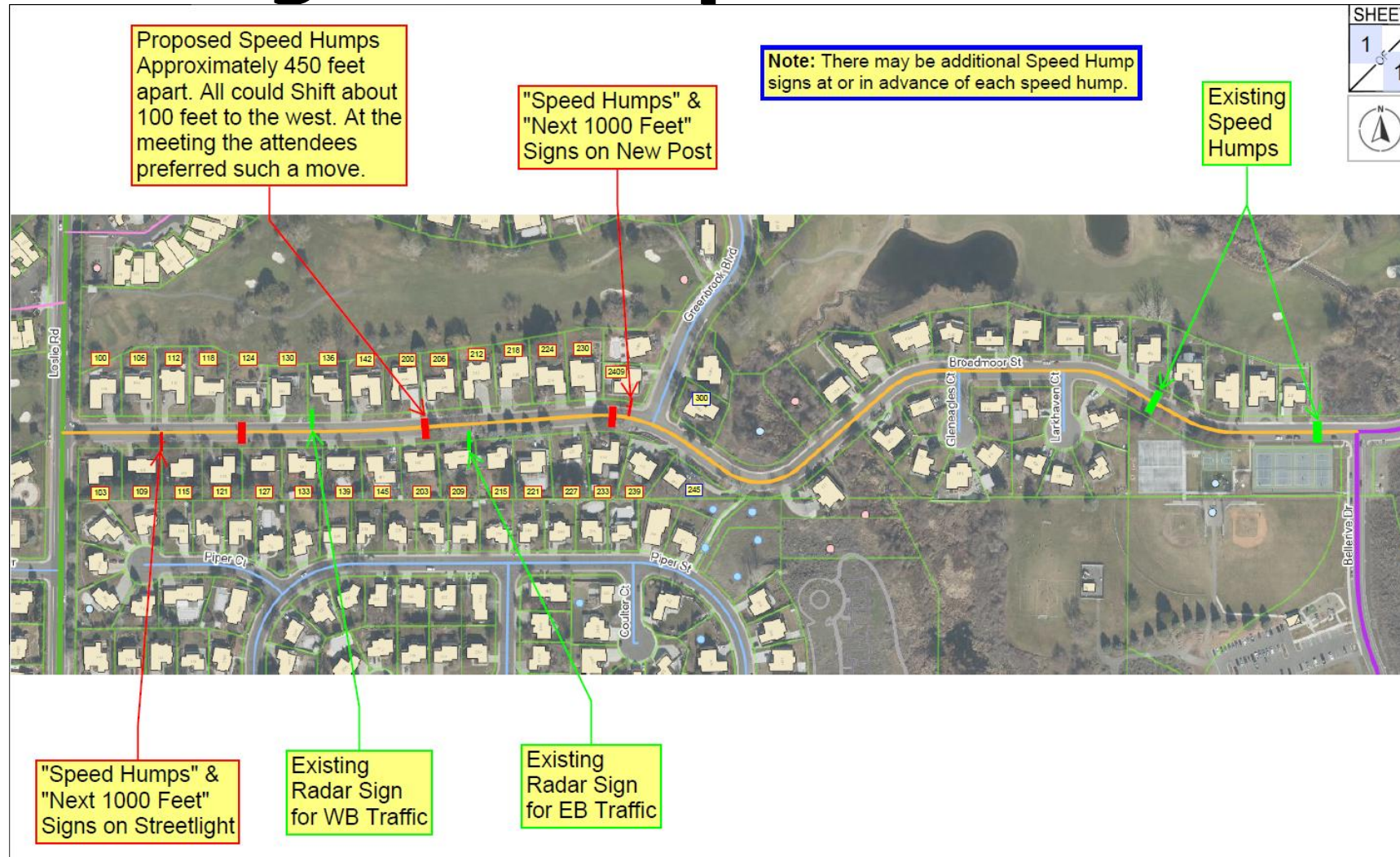
Street Name	FHWA Class	Posted Speed	Zone Length (ft)	Study #	Dist (ft)	Dir From	Street	Sample #	Combined 85th Percentile Speed (mph)	Total ADT	Near School/Park	Presence of Sidewalk	2019-2023 Collision Count	Total NTS Score
Broadmoor St	Minor Collector	25	2,500	4	430	E	Leslie	1	32.6	1760	Yes	Both sides	4	6.0
					330	W	Greenbrook Blvd	2	33.7	1889				
					360	W	Glen Eagle Court	3	28.3	2117				
								Average/Total	31.5	1922				
Canyon St	Major Collector	25*	5,250	5				Score	1.5	1.5	No	Both sides	24	5.5
					780	W	Steptoe Street	1	33.8	3168				
					265	E	Desert Springs Avenue	2	33.8	1703				
					185	W	Naches Ave	3	38.1	1561				
Brantingham Rd	Local St	25	2,050	3	120	NW	Canyon Court	4	34.4	1451	Yes	One side	0	5.5
								Average/Total	35.0	1971				
								Score	2.5	0				
Hains Ave	Local	25	2,875	8	305	N	School bus loop D/W	1	33.3	1297	Yes	One side	3	4.5
					545	S	School bus loop D/W	2	32.7	1172				
								Average/Total	33.0	1235				
								Score	2.0	2.0				
Meadows Drive South	Local	25	2,500	9	305	S	Thomas Street	1	29.8	298	No	Both sides	1	3.5
					70	N	Sibert Street	2	30.1	270				
								Average/Total	30.0	284				
								Score	1.5	0.0				
Morris Ave	Local	25	1,300	11	100	SE	Stewart Drive	1	27.5	1106	No	Both sides	2	3.5
					225	N	Tiger Lane	2	31.8	1326				
								Average/Total	29.6	1216				
								Score	1.0	2.0				
Riverwood St	Local	25	1,400	13	110	N	Brodie Lane	1	27.3	1449	No	Both sides	2	3.5
					170	S	Roark Drive	2	27.5	560				
								Average/Total	27.4	1004.5				
								Score	0.5	2.0				
Queensgate Dr	Major Collector	30**	2,950	12	715	NW	Hillwood Street	1	37.3	234	No	Both sides	1	3.5
								Average/Total	37.3	234				
								Score	3.0	0.0				
Snyder St	Minor Collector	30	1,300	14	105	NW	Genoa Lane	1	38.5	1880	Yes	Both sides	0	3.0
					275	N	Big Sky Drive	2	38.9	1896				
								Average/Total	38.7	1888				
								Score	2	0.0				
Fuji Way	Minor Collector	25	2,200	7	105	W	Benton Ave	1	31.3	695	No	Both sides	1	2.0
								Average/Total	31.3	695				
								Score	1.5	0.0				
Alder Ave	Local St	25	1,100	1	175	SE	Jonagold Drive	1	30.4	1219	No	Both sides	1	2.0
					180	N	Criterion Drive	2	32.1	1006				
								Average/Total	31.2	1113				
								Score	1.5	0.0				
Melissa St	Minor Collector	25	2,400	10	200	N	Austin Street	1	31.5	630	No	Both sides	0	2.0
								Average/Total	31.5	630				
								Score	1.5	0.0				
Davison Ave	Local St	25	1,900	6	540	SE	Gala Way	1	33.4	963	No	Both sides	0	1.0
					165	E	Rylee Drive	2	34.1	1194				
								Average/Total	33.7	1079				
								Score	2.0	0.0				
Davison Ave	Local St	25	1,900	6	160	N	Waldron Street	1	29.8	209	No	Both sides	0	1.0
					345	N	Waldrop Street	2	29.6	201				
								Average/Total	29.7	205				
								Score	1.0	0.0				



2024 Program: Step 5 Results

Street Name	FHWA Class	Posted Speed	Zone Length (ft)	Study #	Dist (ft)	Dir From	Street	Sample #	Combined 85th Percentile Speed (mph)	Total ADT	Near School/Park	Presence of Sidewalk	2019-2023 Collision Count	Total NTS Score
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					265	E	Desert Springs Avenue	2	33.8	1703				
					185	W	Naches Ave	3	38.1	1561				
					120	NW	Canyon Court	4	34.4	1451				
								Average/Total	35.0	1971				
								Score	2.5	0				

2024 Program: Step 6 Treatments Ex.

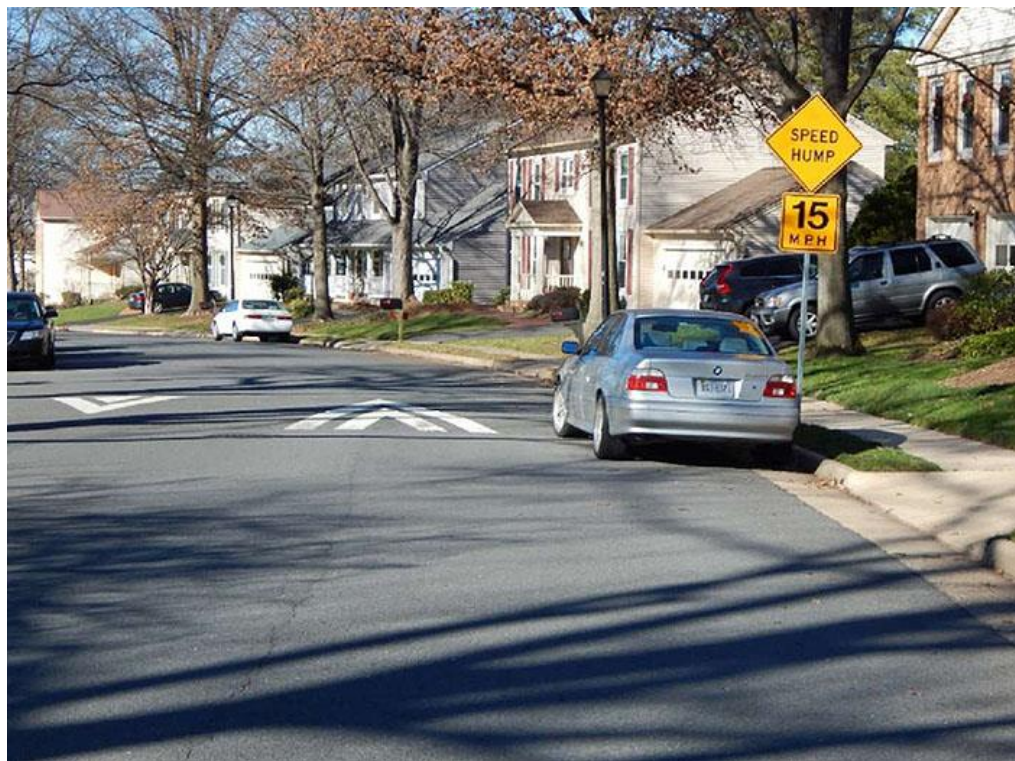


2024 Program

- Met with the neighborhoods last week to present our proposed projects. Overall, very positive feedback and suggestions for improvements. (Step 7)
- Balloting will begin mid-November and run thru mid-December. Requires 51% support and less than 40% disagreement. (Step 8)
- Then we will move into design with construction planned to occur in 2025.

Sample Devices

- Speed hump



- Speed cushion



Sample Devices

- Traffic circle



- Choker, curb extensions



Sample Devices

- Radar Sign



- RRFB



Looking Forward

- Continue 2024 Program Implementation
 - Balloting
 - Design
 - 2025 Construction
- Begin 2025 Program Implementation
 - Receiving petitions until February 28, 2025
 - Follow steps 1-9



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, October 15, 2024

Richland City Hall ~ Council Chambers

625 Swift Boulevard

City Council Regular Meeting - 6:00 p.m.

Mayor Richardson called the Council meeting to order at 6:00 p.m.

Welcome and Roll Call

Mayor Richardson welcomed those in the audience and expressed appreciation for their attendance.

Attendance: Mayor Richardson	Present
Mayor Pro Tem Kent	Present
Councilmember Jones	Present
Councilmember Lukson	Present
Councilmember Maier	Present
Councilmember VanDyke	Present (Remote via Zoom)
Councilmember Whitten	Present

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Fire Chief Huntington, Development Services Director Jensen, Energy Services Director Whitney, Finance Director Allen, Human Resources Director Paulsen, Parks & Public Facilities Director Waite, Interim Chief of Police Meidl, and City Clerk Rogers.

Pledge of Allegiance

Councilmember Maier led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda

MAYOR PRO TEM KENT MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 7-0.

Presentations

1. Columbia Ability Alliance Presentation (10 minutes)

Michael Novakovich, President & CEO of Columbia Ability Alliance (formerly known as Columbia Industries) outlined the organization's initiatives and services aimed at supporting individuals with disabilities. Mr. Novakovich highlighted the critical role of

public support and donations, which are essential for sustaining its efforts. Additional information can be found in the PowerPoint Presentation included in the agenda packet.

2. State of the Transit Presentation

Kevin Sliger, Ben Franklin Transit (BFT) Chief Planning & Development Officer presented the annual State of the Transit presentation in which he provided an overview of service changes, ridership data, and the potential impacts of Initiative 2117. Key updates included a 12% increase in fixed-route weekday ridership and a 27% increase in Saturday ridership compared to pre-COVID levels. Sunday service, implemented in 2021 has also seen significant growth.

BFT provides various services, including eighteen (18) fixed bus routes, Dial-A-Ride paratransit, vanpool (now called Rideshare), and on-demand rideshare. Potential funding reductions in the *Move Ahead Washington* program due to Initiative 2117 were also discussed. Additionally, Mr. Sliger reviewed the long-range and mid-range planning strategies.

Council offered comments and engaged in a question-and-answer session with Mr. Sliger throughout the presentation. Additional information is found in the presentation included in the agenda packet.

Public Hearing

City Clerk Rogers read the Public Hearing and Public Comments procedures.

3. Proposed 2025 Revenue Sources Including Property Tax, Ordinance Nos. 2024- 35 and 2024-36

Mayor Richardson opened and closed the public hearing at 6:42 p.m. No testimony was offered.

Public Comments

The following individuals provided public comments:

- Mike Luzzo, a resident of Kennewick, WA, advocated for the development of a Veterans Cemetery in the Tri-Cities region.
- Mary Cooke, a resident of Richland, WA, and representative of the *A Better Richland* petition volunteer group, explained the reasoning behind the group's efforts to circulate a petition aimed at replacing the current at-large councilmember election system to a hybrid model consisting of district-based seats and at large seats to have fair council representation throughout the city.
- Edward Muñoz, a resident of Richland, WA, expressed concerns regarding a growing homeless issue at the west end of Columbia Park. Drawing from his

experience in Tacoma, he urged council to take affirmative action to correct the issue.

- Connie Muñoz a resident of Richland, WA, expressed concerns about the perceived inconsistent treatment of the homeless population, particularly focusing on a well-known individual in the community. She stressed the need for fairness in addressing homeless situations.
- Keith Vendramin, a resident of Richland, WA, raised concerns about the noise from fireworks around the 4th of July and, more recently, during high school football games at the Fran Rish Stadium, which occurs nearly every Friday evening. He suggested that council consider measures to control the noise. Additionally, Mr. Vendramin recommended the police department take action to address speeding.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

Minutes

4. Approval of the October 1, 2024 City Council Regular Meeting Minutes

Ordinances - First Reading

5. Ordinance No. 2024-32, Establishing and Dedicating the Right-of-Way for Segments of Kingsgate Way and Queensgate Drive
6. Ordinance No. 2024-33, Amending Richland Municipal Code Section 5.04.386 related to Use of Business License Reserves **(PULLED BY COUNCILER MAIER AND RELOCTED TO ITEMS OF BUSINESS AS ITEM NO. 15)**
7. Ordinance No. 2024-34, Amending Richland Municipal Code Sections 14.24.060, 15.03.060, 16.08.035, 17.56.028 and 18.24.020 related to Utility Rates

Ordinances - Second Reading & Passage

None.

Resolutions – Adoption

8. Resolution No. 2024-136, Awarding Commercial Façade Improvement Grant Funds to benefit Emerald of Siam at 1314 Jadwin Avenue
9. Resolution No. 2024-137, Authorizing a Consultant Agreement with Cross Reiter, Inc. for the Columbia River Shoreline Stabilization Study
10. Resolution No. 2024-138, Increasing the Change Order Threshold for Contract No.

139-23 with Advanced Utility Systems for the Purchase of Software and the Implementation of CIS Customer Engagement Portal

Expenditures - Approval

11. Expenditures from September 1, 2024 to September 30, 2024 for \$26,908,193.04 including Travel Checks Nos. 20603-20631, Accounts Payable Check Nos. 326874-327708, Accounts Payable Wire Nos. 10244-10281, Payroll Wires & ACH Nos. 14245-14303, Payroll Direct Deposit & Check Nos. 228878- 230075, and Pension Check Nos. 6836-6857.

MAYOR PRO TEM KENT MOVED AND COUNCILMEMBER JONES SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS AMENDED. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE, AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

Items of Business

12. Ordinance No. 2024-35, Approving a Change to the 2025 Ad Valorem Tax over the Prior Year

Finance Director Allen provided an overview of the proposed 2025 Ad Valorem Tax and the 2025 Ad Valorem Tax and Property Tax Levies as outlined in Ordinance Nos. 2024-35 and 2024-36.

Richland City Council sets the property tax levy during the annual budget process. For 2025, it is proposed that the city approve an increase of 1% to the regular levy. Ordinance No. 2024-35 authorizes the increase of the regular levy over the prior year in terms of dollar amount and percentage in 2025 by \$207,869. The increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state-assessed property, any annexations that have occurred, and refunds made.

Council engaged in a thorough discussion on the merits of the proposed 1% increase, with each councilmember offering their perspective, either in support or opposition to the proposal.

City Manager Amundson highlighted the importance of recognizing that funds held about the self-imposed policy and reserve are best used for one-time capital projects or expenses. He stressed that one-time funds should not be committed to ongoing projects, programs, or personnel. The reason for recommending the 1% increase is to provide a sustainable funding source for the additional firefighters at Fire Station 76. This approach was intended to prevent exponential increase in ambulance utility rates while aligning with Council's priorities, such as building the additional fire station.

In the broader context of budget planning, City Manager Amundson explained that the

budget is a reflection of Council's strategic plan and priorities. He stressed the need to balance the cost of those priorities with the operational costs of government.

COUNCILMEMBER LUKSON MOVED AND COUNCILMEMBER MAIER SECONDED THE MOTION TO APPROVE ORDINANCE NO. 2024-35, APPROVING A CHANGE TO THE 2025 AD VALOREM TAX OVER THE PRIOR YEAR FOR FIRST READING. THOSE IN FAVOR: MAYOR RICHARDSON AND COUNCILMEMBERS LUKSON, MAIER, VANDYKE, AND WHITTEN. THOSE OPPOSED: MAYOR PRO TEM KENT AND COUNCILMEMBER JONES. MOTION CARRIED 5-2.

13. Ordinance No. 2024-36, Approving the 2025 Ad Valorem Tax and Property Tax Levies

COUNCILMEMBER LUKSON MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO APPROVE ORDINANCE NO. 2024-36, APPROVING THE 2025 AD VALOREM TAX AND PROPERTY TAX LEVIES FOR FIRST READING. THOSE IN FAVOR: MAYOR RICHARDSON AND COUNCILMEMBERS LUKSON, MAIER, VANDYKE, AND WHITTEN. THOSE OPPOSED: MAYOR PRO TEM KENT AND COUNCILMEMBER JONES. MOTION CARRIED 5-2.

14. 2024-2026 Strategic Plan Update (Discussion Only)

Assistant City Manager Florence outlined the city's five (5) strategic priorities, detailing outcomes, targets, and success measures for each priority. These priorities are High-Performance Government, Financial Sustainability, Focused Development, Quality of Life, and an Engaged Workforce.

15. Ordinance No. 2024-33, Amending Richland Municipal Code Section 5.04.386 related to Use of Business License Reserves **(FORMERLY ITEM NO. 6 UNDER THE CONSENT CALENDAR)**

Councilmember Maier stated that the adoption of Ordinance No. 2024-33 accomplishes two things:

Councilmember Maier expressed that there are two (2) reasons to celebrate the ordinance. First, the ordinance acknowledges the reemergence of the Chamber of Commerce, which had previously dissolved, but is now active again, signaling a positive development for the city's economic health. Second, the ordinance empowers the Economic Development Committee (EDC) to identify and designate eligible organizations for funding, streamlining the process, and avoiding the need for future amendments to the code.

Councilmember Maier expressed strong support for the trust being placed in the EDC and noted that this action validates the work of the city's boards, commissions, and committees. Although the ordinance was included in the Consent Calendar, he felt it was important to recognize its significance and ensure it did not go unnoticed.

COUNCILMEMBER WHITTEN MOVED AND COUNCILMEMBER MAIER SECONDED THE MOTION TO APPROVE ORDINANCE NO. 2024-33, AMENDING RICHLAND

MUNICIPAL CODE SECTION 5.04.386 RELATED TO USE OF BUSINESS LICENSE RESERVES, FOR FIRST READING. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

Reports and Comments

City Manager

City Manager Amundson highlighted provided an overview of the October 22, 2024 City Council workshop meeting in which state elected officials will be in attendance to discuss the City's 2025 legislative priorities.

Next, he reminded councilmembers of the Volunteer Recognition dinner in which individuals who serve on a City board, commission, or committee will be honored for their service. The dinner will be held on Tuesday, October 29, 2024.

City Council

Mayor Pro Tem Kent did not have comments.

Councilmember VanDyke spoke highly of the new communications consultant and expressed enthusiasm for their work. Next, he voiced appreciation for council and staff collaboration and energy. Despite differing opinions, he acknowledged everyone's dedication in working towards the best interests of the city.

Councilmember Lukson thanked council for the robust conversation held during the meeting and thanked staff for including additional workshop items to the regular meeting agendas.

Councilmember Jones did not have comments.

Councilmember Whitten agreed with Councilmember Lukson's comments regarding the increased number of workshop presentations added during regular meetings. He then requested revisiting the Veterans Cemetery discussion and suggested a Memorandum of Agreement with the Washington Department of Veterans Affairs to assist in securing land and utilities before seeking additional funding from the Washington state legislature. He endorsed the proposed cemetery site presented during a previous workshop meeting and suggested city action be expedited.

Councilmember Whitten mentioned that while the fireworks discharged near his neighborhood does not personally affect him, he has heard concerns from others about its frequent displays, and suggested the discharge of fireworks nearly every Friday evening might be excessive.

Councilmember Maier supported the idea of having additional discussions regarding the proposed development of a Veterans Cemetery in the Tri-Cities region. He then announced that Friends of the Richland Public Library Fall Book Sale will take place October 18-19,

2024 at the Richland Public Library. Lastly, Councilmember Maier stated that the discharge of fireworks is outlined in the Richland Municipal Code.

City Manager Amundson replied that staff will coordinate with the Richland School District to ensure proper permits are obtained before discharging fireworks in the future. He also noted that staff had previously received direction from the majority of council to conduct a land appraisal of the property being considered for the proposed Veterans Cemetery development. The appraisal is underway, and once the appraisal is complete, it will be presented to Council for further discussion.

Mayor

Mayor Richardson thanked councilmembers for attending ribbon-cutting events as well as fulfilling their liaison roles and providing a report to the entire council. Next, Mayor Richardson shared her experience at the Association of Washington Cities (AWC) Mayors Exchange where budget concerns were a major focus. She noted that, despite challenges, the City's conservative budget leaves them in a better position than many other cities in the state.

Adjournment

Mayor Richardson adjourned the meeting at 8:32 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL WORKSHOP MEETING

Tuesday, October 22, 2024

Richland City Hall ~ Council Chambers

625 Swift Boulevard

City Council Workshop - 6:00 p.m.

Mayor Richardson called the Council workshop to order at 6:03 p.m.

Attendance: Mayor Richardson	Present
Mayor Pro Tem Kent	Absent
Councilmember Jones	Absent
Councilmember Lukson	Absent
Councilmember Maier	Present
Councilmember VanDyke	Present
Councilmember Whitten	Present

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Fire Chief Huntington, Development Services Director Jensen, Energy Services Director Whitney, Parks & Public Facilities Director Waite, Interim Chief of Police Meidl, and City Clerk Rogers.

Visiting Officials:

Senator Perry Dozier
Senator Matt Boehnke
April Connors, Washington State Representative, 8th District
Mark Klicker, Washington State Representative, 16th District
Skyler Rude, Washington State Representative, 16th District

Also in attendance was Richland's contracted lobbyist, David Arbaugh.

Agenda Items

1. 2025 Legislative Priorities: Discussion with State and Federal Elected Officials

Each official introduced themselves and provided an overview of their respective legislative assignments, and at Mayor Richardson's request, provided insight to the legislative assignment selection. The City's contracted lobbyist, Dave Arbaugh also gave an overview of his contracted services.

City Council engaged in a dialogue with elected officials, covering various topics in preparation for the 2025 legislative session and beyond. Key topics included collaboration on regional priorities, proposed revisions to the Landlord Tenant Law, affordable housing, Urban Growth Boundaries, and Houseshare Heroes.

The Capital Budget funding was a focus of the discussion, particularly the need for new public safety communication system infrastructure upgrades in Benton and Franklin Counties. The current analog radio system infrastructure is failing and requires replacement. Senator Dozier indicated that this is a state-level issue and pledged assistance in seeking a resolution.

The discussion also touched on joint transportation and housing projects between neighboring cities and on clean energy and the role of nuclear power in the region's energy strategy. Elected officials requested Richland City Council continue collaborating with neighboring cities on common priorities and submit letters of support when needed to advance regional efforts.

Adjournment

Mayor Richardson adjourned the workshop at 7:11 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/5/2024

Agenda Category: Ordinances - Second Reading & Passage

Strategic Priority I - High Performance Government

Subject:

Ordinance No. 2024-32, Establishing and Dedicating the Right-of-Way for Segments of Kingsgate Way and Queensgate Drive

Department/Office

Public Works

Ordinance/Resolution Number:

2024-32

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2024-32, establishing and dedicating the right-of-way for segments of Kingsgate Way and Queensgate Drive.

Summary:

The City owns and manages a system of public street right-of-way for the benefit of the City's residents and visitors. The City may receive dedications of new public street right-of-way through land development activity or by ordinance. The Washington State Department of Natural Resources (DNR) wishes to dedicate public street right-of-way to enable development of land owned by DNR. The DNR has executed right-of-way dedication deeds that have been reviewed and approved by the City.

The right-of-way for the portions of Kingsgate Way and Queensgate Drive proposed for dedication are necessary for the City's planned public street network as included in the City's adopted 2025-2030 Transportation Improvement Plan. The City's best interests are served by accepting dedication of right-of-way for future transportation network build-out.

Staff recommends approval of Ordinance No. 2024-32 for second reading and passage.

Fiscal Impact:

None.

Attachments:

1. Ordinance No. 2024-32
2. Draft Right-of-Way Dedication Deed (Kingsgate-Queensgate)

WHEN RECORDED RETURN TO:

Richland City Clerk's Office
625 Swift Boulevard, MS-07
Richland, WA 99352

ORDINANCE NO. 2024-32

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
ESTABLISHING AND DEDICATING THE RIGHTS-OF-WAY FOR
SEGMENTS OF KINGSGATE WAY AND QUEENSGATE DRIVE.**

WHEREAS, the City owns and manages a system of public street right-of-way for the benefit of the City's residents and visitors; and

WHEREAS, the City may receive dedications of new public street right-of-way through land development activity or by ordinance; and

WHEREAS, the Washington State Department of Natural Resources (DNR) desires to dedicate public street right-of-way to enable development of land owned by DNR; and

WHEREAS, DNR has executed right-of-way dedication deeds that have been reviewed and approved by the City; and

WHEREAS, the right-of-way for portions of Kingsgate Way and Queensgate Drive proposed for dedication are necessary for the City's planned public street network as included in the City's adopted 2025-2030 Transportation Improvement Plan (TIP); and

WHEREAS, the City's best interests are served by accepting the proposed dedication of right-of-way for future transportation network buildout.

NOW, THEREFORE, BE IT ORDAINED by the City of Richland as follows:

Section 1. The portion of the public street right-of-way legally described in **Exhibit A** and depicted as “Queensgate Drive” in **Exhibit A-1**, attached hereto and incorporated herein by this reference, is hereby accepted and dedicated as city street right-of-way named “Queensgate Drive.”

Section 2. The portion of the public street right-of-way legally described in **Exhibit B** and depicted as “Kingsgate Way” in **Exhibit B-1**, attached hereto and incorporated herein by this reference, is hereby accepted and dedicated as city street right-of-way named “Kingsgate Way.”

Section 3. The City Manager is hereby authorized to sign, execute, and record with the Auditor of Benton County, Washington, right-of-way dedication deeds dedicating the additional right-of-way for portions of the public streets named Kingsgate Way and Queensgate Drive.

Section 4. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and the attached Exhibits, duly certified by the Clerk as a true copy.

Section 5. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 6. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of this Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 7. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener’s errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of November, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: October 15, 2024

Second Reading: November 5, 2024

Date Published: November 10, 2024

EXHIBIT A
Legal Description – Queensgate Drive

A right-of-way, named Queensgate Drive, situate in Section 16, Township 9 North, Range 28 East, Willamette Meridian, City of Richland, Benton County, Washington, described as follows:

Commencing at the Northwest Corner of aforementioned section also being the Northwest corner of a Parcel described in a Survey of Record #6046, recorded in Auditors File Number 2024-017973 records of aforementioned County; Thence along the North line of Lot 1, North 89°19'51" East 1630.87 feet to a point in the Northwest Corner of Lot 3; Thence South 11°49'33" East 965.77 parallel and 40 feet distant from the West line of a portion Lot 3; Thence South 00°00'12" West 2735.96 parallel and 40 feet distant from a portion of the West line of Lot 7-A and Lot 3 of said Record of Survey; Thence North 89°59'44" East 6.98 feet; Thence South 42°15'09" East 137.05 feet to the **True Point of Beginning**;

Thence South 88°19' 01 East 688.51 parallel and 40 feet distant from a portion of the South line of Lot 7-A to the East line of Lot 7-A of said Record of Survey; Thence South 0°14'44" East 80.05 feet along a portion of the East Line of Lot 7-A and Lot 10-A; Thence North 88°19' 01" West 654.15 parallel and 40 feet distant from a portion of the North line of Lot 10-A; Thence North 23°10'13" West 88.17 feet to the **Point of Beginning**.

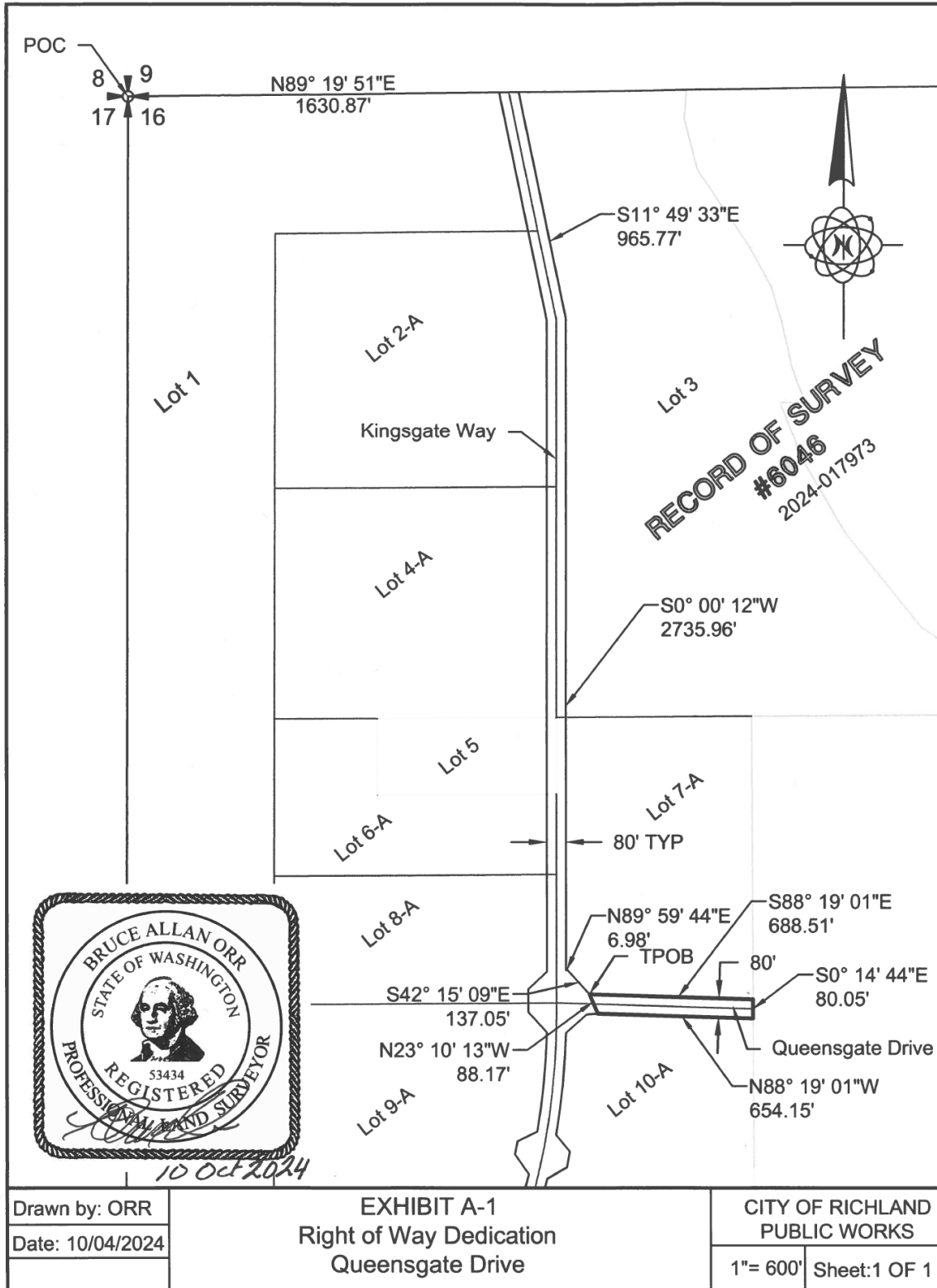


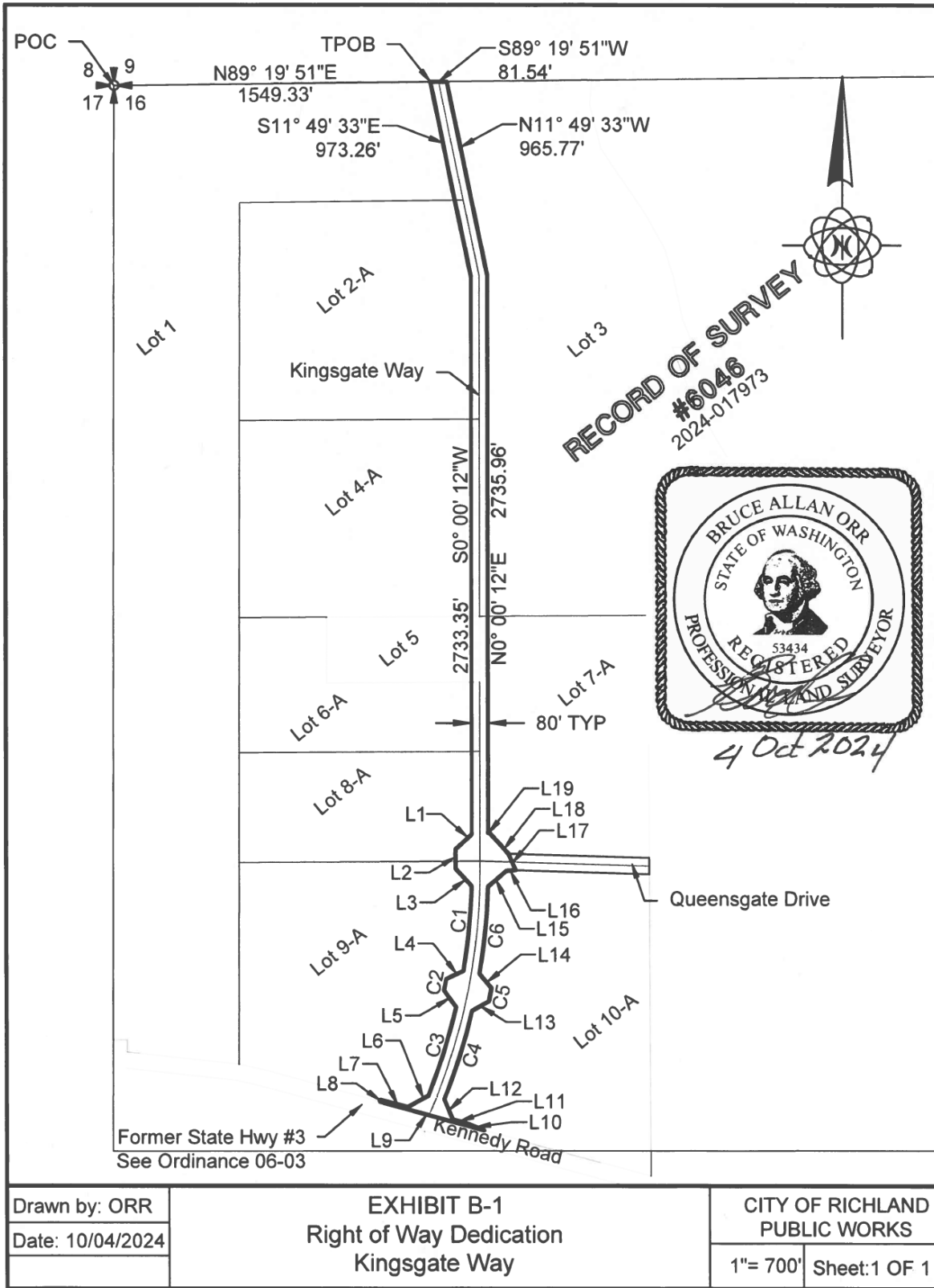
EXHIBIT B
Legal Description – Kingsgate Way

A right-of-way, named Kingsgate Way, situate in Section 16, Township 9 North, Range 28 East, Willamette Meridian, City of Richland, Benton County, Washington, described as follows:

Commencing at the Northwest Corner of aforementioned section also being the Northwest corner of a Parcel described in a Survey of Record #6046, recorded in Auditors File Number 2024-017973 records of said County; Thence along the North line of Lot 1, North 89°19'51" East 1549.33 feet and the **True Point of Beginning**;

Thence South 11°49'33" East 973.26 parallel and 40 feet distant from the East line of Lot 1 and a portion of Lot 2-A of hereinabove Record of Survey; Thence South 0°00'12" West 2733.35 feet and 40 feet distant from the East line of Lot 4-A, Lot 5, Lot 6-A and a portion of Lot 2-A and Lot 8-A of said Record of Survey; Thence South 47°10'46" West 108.36 feet; Thence South 0°00'17" East 95.62 feet; Thence South 42°39'27" East 115.54 feet to a non-tangential curve concave to the west with a radius of 2960.00 feet; Thence southerly 417.40 feet along curve thorough a central angle 8°04'47" (long cord South 5°39'20" West 417.06 feet) and 40 feet distant from the East line of a portion of Lot 9-A of said Record of Survey; Thence South 64°29'23" West 92.53 feet to a non-tangential curve to concave to the west with a radius of 2885.00 feet; Thence southerly 56.51 feet along curve thorough a central angle 1°07'21" (long cord South 11°18'24" West 56.51 feet); Thence South 35°11'41" East 101.47 to a non-tangential curve to concave to the west with a radius of 2960.00 feet; Thence southerly 454.95 feet along curve thorough a central angle 8°48'23" (long cord South 17°37'06" West 454.50 feet) and 40 feet distant from the East line of a portion of Lot 9-A of said Record of Survey; Thence South 60°58'25" West 115.77 feet; Thence North 74°39'33" West 138.25 feet; Thence South 15°20'28" West 10.00 feet to the South line of Lot 9-A of said Record of Survey; Thence South 74°38'58" East 529.22 feet along a portion of the South Line of Lot 9-A and Lot 10-A; Thence North 67°45'19" West 83.94 feet; Thence North 74°39' 34" West 78.05 feet; Thence North 22°31'42" West 107.30 feet to a non-tangential curve to concave to the west with a radius of 3040.00 feet; Thence southerly 454.04 feet along curve thorough a central angle 8°33'27" (long cord North 17°29'41" East 453.62 feet) and 40 feet distant from the West line of a portion of Lot 10-A of said Record of Survey; Thence North 60°09'30" East 94.75 feet to a non-tangential curve to concave to the west with a radius of 3110.00 feet; Thence northerly 66.44 feet along curve thorough a central angle 1°13'27" (long cord North 11°24'13" East 66.44 feet); Thence North 39°38'33" West 91.38 feet to a non-tangential curve to concave to the west with a radius of 3040.00 feet;

Thence southerly 429.12 feet along curve thorough a central angle $8^{\circ}05'16''$ (long cord North $5^{\circ}39'34''$ East 428.76 feet) and 40 feet distant from the West line of a portion of Lot 10-A of said Record of Survey; Thence North $48^{\circ}55'43'$ East 116.92 feet; Thence North $86^{\circ}31'36'$ East 46.98 feet to a point on the South Right of Way of Queensgate Drive; Thence North $23^{\circ}10'13'$ West 88.17 feet; Thence North $42^{\circ}15'09'$ West 137.05 feet; Thence South $89^{\circ}59'44'$ West 6.98 feet; Thence North $00^{\circ}00'12''$ East 2735.96 parallel and 40 feet distant from a portion of the West line of Lot 7-A and Lot 3 of said Record of Survey; Thence North $11^{\circ}49'33''$ West 965.77 parallel and 40 feet distant from the West line of a portion Lot 3 to the North line Lot 3 of said Record of Survey; Thence South $89^{\circ}19'51''$ West 81.54 feet along a portion of the North Line of Lot 3 and Lot 1 to the **Point of Beginning**.

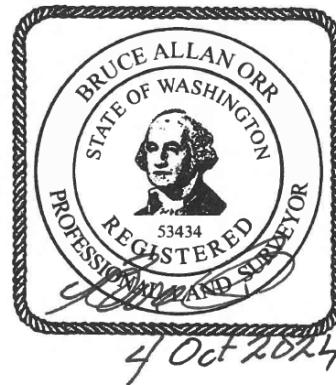


Parcel Line Table

Line #	Length	Direction
L1	108.36	S47° 10' 46"W
L2	95.62	S0° 00' 17"E
L3	115.54	S42° 39' 27"E
L4	92.53	S64° 29' 23"W
L5	101.47	S35° 11' 41"E
L6	115.77	S60° 58' 25"W
L7	138.25	N74° 39' 33"W
L8	10.00	S15° 20' 28"W
L9	529.22	S74° 38' 58"E
L10	83.94	N67° 45' 19"W
L11	78.05	N74° 39' 34"W
L12	107.30	N22° 31' 42"W
L13	94.75	N60° 09' 30"E
L14	91.38	N39° 38' 33"W

Parcel Line Table

Line #	Length	Direction
L15	116.92	N48° 55' 43"E
L16	46.98	N86° 31' 36"E
L17	88.17	N23° 10' 13"W
L18	137.05	N42° 15' 09"W
L19	6.98	S89° 59' 44"W



Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	417.40	2960.00	8°04'47"	S5° 39' 20"W	417.06
C2	56.51	2885.00	1°07'21"	S11° 18' 24"W	56.51
C3	454.95	2960.00	8°48'23"	S17° 37' 06"W	454.50
C4	454.04	3040.00	8°33'27"	N17° 29' 41"E	453.62
C5	66.44	3110.00	1°13'27"	N11° 24' 13"E	66.44
C6	429.12	3040.00	8°05'16"	N5° 39' 34"E	428.76

Drawn by: ORR
Date: 10/04/2024

EXHIBIT B-2
Curve and Line Table
Kingsgate Way

CITY OF RICHLAND
PUBLIC WORKS

None Sheet: 1 OF 1

WHEN RECORDED RETURN TO:

**City Clerk
City of Richland
625 Swift Blvd. MS-07
Richland, WA 99352**

Abbreviated Legal Description (full description on Exhibit A): Legal Description: Ptn of E1/2NW1/4 and E1/2SW1/4 Section 16, Township 9 North, Range 28 East W.M., Benton County WA

Portion of Parcel Nos. 116983000001012, 116983000001011, 116983000001010, 116983000001009, 116983000001008, 116983000001007, 116982000001006, 116982000001004, 116982000001003, 116982000001002

Reference Nos. of Documents Released or Assigned: 2023016954; 2023016969

RIGHT-OF-WAY DEDICATION DEED

In and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **STATE OF WASHINGTON**, acting by and through the Department of Natural Resources (“Grantor”), does hereby grant and dedicate without warranty to the **CITY OF RICHLAND**, a Washington municipal corporation (“Grantee”), its successors and assigns, a public right-of-way easement in, upon, over, under, across and through the property depicted on Exhibit “B” and labeled as the “Public Street Right of Way,” to be used for all lawful right-of-way purposes, surface and subsurface (the “Right of Way Area”), which Right of Way Area is located on the following property situated in the County of Benton, State of Washington:

See Exhibit “A” (Legal Description)

Grantee shall have the right to regulate and use the Right of Way Area as and for right-of-way and for utility purposes. Such use shall include, but not be limited to the following: (1) the right of public ingress and egress through and along the Right of Way Area; (2) the right to locate, design, construct, install, inspect, protect, maintain, repair, modify, and otherwise change utilities, road rights-of-way, and any other appurtenances or related elements, including, but not limited to, pavement, signs, curbs, gutters, sidewalks, conduits, cables, wires, splicing boxes, power sources, and facilities, including but not limited to those for storm water, wastewater, water, electricity, gas, oil, telecommunications, communication transmission and reception, together with fencing and

gates when the same are deemed by Grantee to be necessary to protect facilities, prevent intrusions, and otherwise protect the public from loss or harm; and (3) the right to engage in any other activity that is reasonably related to the construction, operation and maintenance of public utilities and rights-of-way that are located in the Right of Way Area. In addition, Grantee shall have the right, subject to compliance with all applicable law, to clear, remove and dispose of any material, obstructions, timber and vegetation within the Right of Way Area.

Grantee's uses are unrestricted in location within the Right of Way Area and will not be limited in any way by the state of being, condition or location of the street. Grantee is also authorized to utilize such additional width within the Right of Way Area as may be necessary temporarily for the placing of excavated materials thereon and for maintenance operations. Grantee will restore disturbed property to equal or better condition.

Subject to the terms hereof, Grantee shall have all other rights and benefits within the Right of Way Area that are reasonably necessary or useful for Grantee's full and complete use of the Right of Way Area. Grantor shall not authorize any person or entity to interfere with Grantee's use of the Right of Way Area.

Grantor's dedication is made without warranty of any kind and is made subject to all matters of public record.

The undersigned requests that the Assessor and Treasurer of Benton County set over to the remainder the lien of all unpaid taxes, if any, affecting the property dedicated by this Right-of-Way Dedication Deed, as provided by RCW 84.60.070.

By executing this Right-of-Way Dedication Deed, Grantor intends to relinquish and terminate in their entirety any easements in the Right of Way Area, Proposed New Easement "Kingsgate Way" Area, and Proposed Extension of Queensgate Drive Area that were expressly or impliedly created by and set forth in the Record of Survey, recorded in Benton County, Washington, on August 15, 2023, under Auditor File Number 2023-016954, the Quitclaim Deed, recorded in Benton County, Washington, on August 15, 2023, under Auditor File Number 2023-016969, and the Corrected Boundary Line Adjustment Survey, recorded in Benton County, Washington, on August 23, 2024, under Auditor File Number 2024-017973, and replace such easements in their entirety with the right-of-way grant under this Right-of-Way Dedication Deed.

It is understood and agreed that delivery of this Deed is hereby tendered and that its terms and obligations are not binding upon the City of Richland unless and until the Richland City Council has taken action by ordinance or resolution to accept this Right-of-Way Deed of Dedication and the Certificate of Acceptance on the following page has been executed.

CERTIFICATE OF ACCEPTANCE OF RIGHT-OF-WAY DEDICATION DEED

The interest in real property dedicated by this Right-of-Way Dedication Deed has been accepted by Ordinance No. _____ of the City Council of the City of Richland on the ____ day of _____, 2024, and the authorized officer of such governing body has consented to recordation of said Deed of Dedication with the Benton County Auditor.

Accepted by the City of Richland:

Jon Amundson, ICMA-CM, City Manager

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

GRANTOR

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By: _____

TODD WELKER
Deputy Supervisor for State Uplands
P.O. Box 47000
1111 Washington Street SE
Olympia, WA 98504-7000

Dated: _____, 20__

STATE ACKNOWLEDGMENT

State of Washington

County of Thurston

I certify that I know or have satisfactory evidence that TODD WELKER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Deputy Supervisor for State Uplands of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of Washington,
residing at _____
My appointment expires _____

Exhibit A to Right-of-Way Dedication Deed
Legal Description

A Right of Way, named Kingsgate Way, situated in Section 16, Township 9 North, Range 28 East, Willamette Meridian, City of Richland, Benton County, Washington, described as follows:

Commencing at the Northwest Corner of aforementioned section also being the Northwest corner of a Parcel described in a Survey of Record #6046, recorded in Auditors File Number 2024-017973 records of said County; Thence along the North line of Lot 1, North 89°19'51" East 1549.33 feet and the **True Point of Beginning**;

Thence South 11°49'33" East 973.26 parallel and 40 feet distant from the East line of Lot 1 and a portion of Lot 2-A of hereinabove Record of Survey;

Thence South 0°00'12" West 2733.35 feet and 40 feet distant from the East line of Lot 4-A, Lot 5, Lot 6-A and a portion of Lot 2-A and Lot 8-A of said Record of Survey;

Thence South 47°10'46" West 108.36 feet;

Thence South 0°00'17" East 95.62 feet;

Thence South 42°39'27" East 115.54 feet to a non-tangential curve concave to the west with a radius of 2960.00 feet;

Thence southerly 417.40 feet along curve thorough a central angle 8°04'47" (long cord South 5°39'20" West 417.06 feet) and 40 feet distant from the East line of a portion of Lot 9-A of said Record of Survey;

Thence South 64°29'23" West 92.53 feet to a non-tangential curve to concave to the west with a radius of 2885.00 feet;

Thence southerly 56.51 feet along curve thorough a central angle 1°07'21" (long cord South 11°18'24" West 56.51 feet);

Thence South 35°11'41" East 101.47 to a non-tangential curve to concave to the west with a radius of 2960.00 feet;

Thence southerly 454.95 feet along curve thorough a central angle 8°48'23" (long cord South 17°37'06" West 454.50 feet) and 40 feet distant from the East line of a portion of Lot 9-A of said Record of Survey;

Thence South 60°58'25" West 115.77 feet;

Thence North 74°39'33" West 138.25 feet;

Thence South 15°20'28" West 10.00 feet to the South line of Lot 9-A of said Record of Survey;

Thence South 74°38'58" East 529.22 feet along a portion of the South Line of Lot 9-A and Lot 10-A;

Thence North 67°45'19" West 83.94 feet;

Thence North 74°39'34" West 78.05 feet;

Thence North 22°31'42" West 107.30 feet to a non-tangential curve to concave to the west with a radius of 3040.00 feet;

Thence southerly 454.04 feet along curve thorough a central angle $8^{\circ}33'27''$ (long cord North $17^{\circ}29'41''$ East 453.62 feet) and 40 feet distant from the West line of a portion of Lot 10-A of said Record of Survey;

Thence North $60^{\circ}09'30''$ East 94.75 feet to a non-tangential curve to concave to the west with a radius of 3110.00 feet;

Thence northerly 66.44 feet along curve thorough a central angle $1^{\circ}13'27''$ (long cord North $11^{\circ}24'13''$ East 66.44 feet);

Thence North $39^{\circ}38'33''$ West 91.38 feet to a non-tangential curve to concave to the west with a radius of 3040.00 feet;

Thence southerly 429.12 feet along curve thorough a central angle $8^{\circ}05'16''$ (long cord North $5^{\circ}39'34''$ East 428.76 feet) and 40 feet distant from the West line of a portion of Lot 10-A of said Record of Survey;

Thence North $48^{\circ}55'43''$ East 116.92 feet;

Thence North $86^{\circ}31'36''$ East 46.98 feet to a point on the South Right of Way of Queensgate Drive and a point hereinafter referred to as Point 'A';

Thence North $23^{\circ}10'13''$ West 88.17 feet;

Thence North $42^{\circ}15'09''$ West 137.05 feet;

Thence South $89^{\circ}59'44''$ West 6.98 feet;

Thence North $00^{\circ}00'12''$ East 2735.96 parallel and 40 feet distant from a portion of the West line of Lot 7-A and Lot 3 of said Record of Survey;

Thence North $11^{\circ}49'33''$ West 965.77 parallel and 40 feet distant from the West line of a portion Lot 3 to the North line Lot 3 of said Record of Survey;

Thence South $89^{\circ}19'51''$ West 81.54 feet along a portion of the North Line of Lot 3 and Lot 1 to the **Point of Beginning**;

Together with an 80 foot Right of Way, named Queensgate Drive described as follows:

Commencing at the aforementioned Point 'A', the **Point of Beginning**;

Thence North $23^{\circ}10'13''$ West 88.17 feet to a point 40 Feet distant from the South line of Lot 7-A of said Record of Survey;

Thence South $88^{\circ}19'01''$ East 688.51 parallel and 40 feet distant from a portion of the South line of Lot 7-A to the East line of Lot 7-A of said Record of Survey;

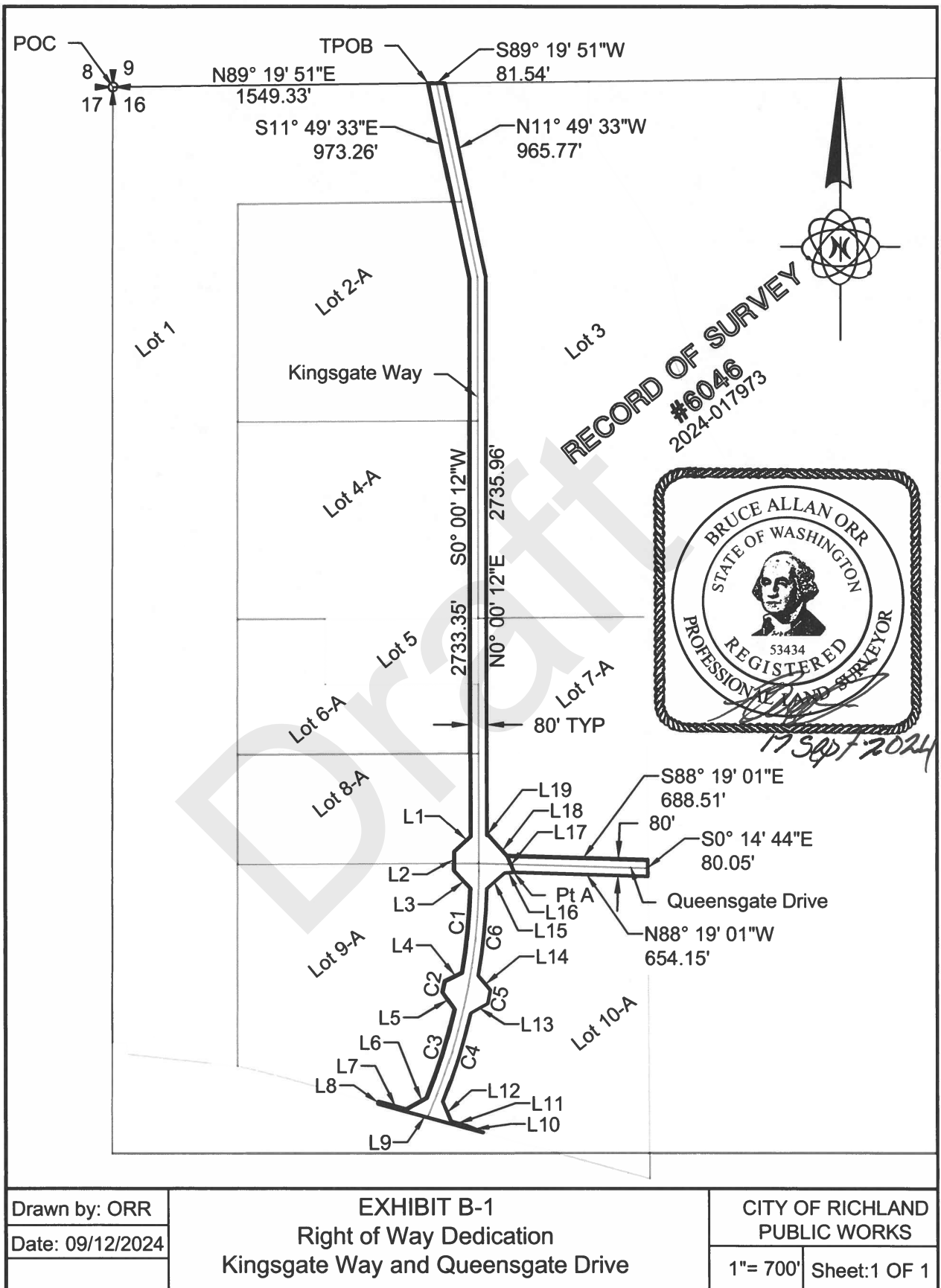
Thence South $0^{\circ}14'44''$ East 80.05 feet along a portion of the East Line of Lot 7-A and Lot 10-A

Thence North $88^{\circ}19'01''$ West 654.15 parallel and 40 feet distant from a portion of the North line of Lot 10-A to the **Point of Beginning**

**Exhibit B to Right-of-Way Dedication Deed
Depiction of Right of Way Area**

(see attached)

Draft

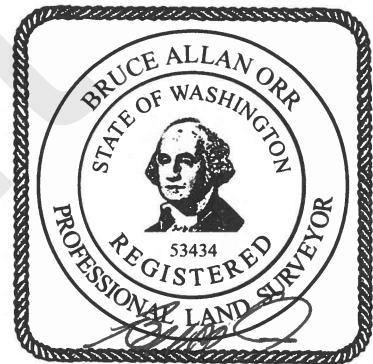


Parcel Line Table

Line #	Length	Direction
L1	108.36	S47° 10' 46"W
L2	95.62	S0° 00' 17"E
L3	115.54	S42° 39' 27"E
L4	92.53	S64° 29' 23"W
L5	101.47	S35° 11' 41"E
L6	115.77	S60° 58' 25"W
L7	138.25	N74° 39' 33"W
L8	10.00	S15° 20' 28"W
L9	529.22	S74° 38' 58"E
L10	83.94	N67° 45' 19"W
L11	78.05	N74° 39' 34"W
L12	107.30	N22° 31' 42"W
L13	94.75	N60° 09' 30"E
L14	91.38	N39° 38' 33"W

Parcel Line Table

Line #	Length	Direction
L15	116.92	N48° 55' 43"E
L16	46.98	N86° 31' 36"E
L17	88.17	N23° 10' 13"W
L18	137.05	N42° 15' 09"W
L19	6.98	S89° 59' 44"W



17 Sept 2024

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	417.40	2960.00	8°04'47"	S5° 39' 20"W	417.06
C2	56.51	2885.00	1°07'21"	S11° 18' 24"W	56.51
C3	454.95	2960.00	8°48'23"	S17° 37' 06"W	454.50
C4	454.04	3040.00	8°33'27"	N17° 29' 41"E	453.62
C5	66.44	3110.00	1°13'27"	N11° 24' 13"E	66.44
C6	429.12	3040.00	8°05'16"	N5° 39' 34"E	428.76

Drawn by: ORR

Date: 09/12/2024

EXHIBIT B-2
Curve and Line Table
Kingsgate Way and Queensgate Drive

CITY OF RICHLAND
PUBLIC WORKS

None

Sheet: 1 OF 1



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/5/2024

Agenda Category: Ordinances - Second Reading & Passage

Strategic Priority 2 - Financial Sustainability

Subject:

Ordinance No. 2024-33, Amending Richland Municipal Code Section 5.04.386 related to Use of Business License Reserves

Department/Office
Development Services

Ordinance/Resolution Number:
2024-33

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2024-33, amending Richland Municipal Code Section 5.04.386 related to the use of business license reserves.

Summary:

Section 5.04.386 of the Richland Municipal Code (RMC) specifies the organizations eligible to utilize funding from the Business License Reserve Fund (BLRF). When RMC 5.04.386 was initially adopted in 1990, the Richland Chamber of Commerce was identified as an eligible entity to apply for and receive BLRF funds. However, when the code was last amended in 2019, the Richland Chamber of Commerce was no longer in existence and was removed from the list of qualified recipients. A new Richland Chamber of Commerce has since formed and has requested inclusion as a qualified organization. RMC 5.04.386 requires that eligible groups "have as their charter the enhancement of the local business community and the improvement of the environs of the city of Richland." The Richland Chamber of Commerce meets the criteria and will use any awarded funds to further its impact on Richland businesses and the local community.

On September 16, 2024, the Economic Development Committee (EDC) reviewed staff's recommendation to add the Richland Chamber of Commerce to the list of eligible entities to receive BLRF funding. The request received unanimous support from the EDC.

As part of staff's ongoing effort to engage in thoughtful code review, edits are also proposed to grant additional flexibility to the City to award BLRF funds to eligible entities as determined by the Economic Development Committee. Staff time and taxpayer dollars are expended every time the Richland Municipal Code is updated, so it makes sense to build flexibility and inherent adaptability into code provisions where possible.

Staff recommends approval of Ordinance No. 2024-33 for second reading and passage.

Fiscal Impact: None.

Attachments:

I. Ordinance No. 2024-33

ORDINANCE NO. 2024-33

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING RICHLAND MUNICIPAL CODE SECTION 5.04.386 RELATED TO ORGANIZATIONS QUALIFIED TO USE BUSINESS LICENSE RESERVE FUNDS.

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code (RMC) to bring it into alignment with current practices; and

WHEREAS, the City of Richland desires to promote new and existing business activities in the City through expanded access to the Business License Reserve Fund, including the newly formed Richland Chamber of Commerce; and

WHEREAS, the recommended changes to the Business License Reserve Fund have been vetted through affected City departments; and

WHEREAS, on September 16, 2024, the Economic Development Committee (EDC) held a meeting to consider changes to the City's Business License Reserve Program and recommended inclusion of the Richland Chamber of Commerce as an entity eligible to access Business License Reserve Fund monies as provided herein.

NOW, THEREFORE, BE IT ORDAINED by the City of Richland as follows:

Section 1. Section 5.04.386 of the Richland Municipal Code, entitled Organizations qualified to use business license reserves, as first enacted by Ordinance No. 17-90, and last modified by Ordinance No. 50-19, is hereby amended to read as follows:

5.04.386 Organizations qualified to use business license reserves.

Organizations qualified to use the funding reserved and accumulated in the categories as listed above shall include the Tri-Cities Regional Chamber of Commerce, [the Richland Chamber of Commerce](#), the Tri-Cities Visitors and Convention Bureau, SCORE of the Mid-Columbia (business mentoring and education in the Tri-Cities), Small Business Development Center Tri-Cities (SBDC-TC), ~~and~~ the two business improvement districts (Downtown and Uptown), [and other similarly constituted organizations as determined by recommendation of the Economic Development Committee](#). These groups shall have as their charter the enhancement of the local business community and the improvement of the environs of the city of Richland. The awarding of funds shall be determined by the Richland city council based upon recommendations to the council by the economic development committee, which shall review the applications submitted to them. The economic development committee shall develop a set of guidelines for the selection of the recipients, said guidelines to be approved by the city attorney and accepted by the city council.

Section 2. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 3. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of November, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: October 15, 2024

Second Reading: November 5, 2024

Date Published: November 10, 2024



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/5/2024

Agenda Category: Ordinances - Second Reading & Passage

Strategic Priority I - High Performance Government

Subject:

Ordinance No. 2024-34, Amending Richland Municipal Code Sections 14.24.060, 15.03.060, 16.08.035, 17.56.028 and 18.24.020 related to Utility Rates

Department/Office
City Attorney

Ordinance/Resolution Number:
2024-34

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2024-34, amending Richland Municipal Code Sections 14.24.060, 15.03.060, 16.08.035, 17.56.028 and 18.24.020 related to utility rates to implement the City's updated Utility Low Income Program.

Summary:

The City has need, from time to time, to amend the Richland Municipal Code to bring it into alignment with state law and eliminate conflicts. The purpose of proposed Ordinance No. 2024-34 is to eliminate conflicts between the City's recently updated Utility Low Income Program and the rate-setting ordinances for each Richland utility.

RCW 19.405.120 codifies the intent of the Washington State Legislature to demonstrate progress toward making energy assistance funds available to low-income households. It requires utilities to make programs and funding available for energy assistance to low-income households. Each utility must demonstrate progress in providing energy assistance pursuant to assessments and plans developed under the statute.

Per WAC 194-40-030, "Low-income" means household incomes that do not exceed the higher of eighty percent of area median income or two hundred percent of federal poverty level, adjusted for household size.

Richland's current Utility Low Income Program, codified in Chapter 3.29 RMC, was recently amended per Ordinance No. 2024-29 to comply with the requirements set by Washington State legislation. However, each Richland utility rate section has its own language related to available discounts for low-income seniors and disabled individuals that must now be amended to eliminate conflict between Chapter 3.29 RMC as amended and each utility's rate-setting ordinance.

Staff recommends adoption of Ordinance No. 2024-34 for second reading and passage.

Fiscal Impact:

The fiscal impact will depend on the level of low-income program participation. However, staff does not expect a significant increase in the dollar amount of utility discounts.

Attachments:

- I. Ordinance No. 2024-34

ORDINANCE NO. 2024-34

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING RICHLAND MUNICIPAL CODE SECTIONS 14.24.060, 15.03.060, 16.08.035, 17.56.028 AND 18.24.020 RELATED TO UTILITY RATES.

WHEREAS, several sections of the Richland Municipal Code (RMC) set rates and charges for the City's electric, water, sewer, stormwater, solid waste utilities, and;

WHEREAS, Chapter 3.29 RMC offers an opportunity for qualified low income citizens to receive discounted utility rates as identified in Utility Low Income Program; and

WHEREAS, on October 1, 2024, Richland City Council passed Ordinance No. 2024-29, amending Chapter 3.29 RMC to update eligibility for the utility low-income program and the rate discount schedule; and

WHEREAS, amendments to RMC 14.24.060, 15.03.060, 16.08.035, 17.56.028 and 18.24.020 are necessary to implement the recent update to Chapter 3.29 RMC.

NOW, THEREFORE, BE IT ORDAINED by the City of Richland as follows:

Section 1. Section 14.24.060 of the Richland Municipal Code, entitled Retail electrical rates, as first enacted by Ordinance No. 90, and last amended by Ordinance No. 2023-28, is hereby amended to read as follows:

14.24.060 Retail electrical rates.

Rates for electricity are summarized by class of service as listed below. Rates are effective with the first bill received in June 2019 and apply to all usage during the billing period.

SCHEDULE 10: General Residential

- A. Availability: In all territory serviced by the city's electrical utility.
- B. Applicability: To domestic uses of electric energy by all residential customers not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Delivery Point: The following rates are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same customer at other points of consumption shall be separately metered and billed.
- E. Rates:
 - Daily Service Charge:
 - Single-phase service: \$0.69/day
 - Multiphase service: \$0.98/day

Energy Charge: \$0.0741/kWh

- F. Per Chapter 3.29 RMC, a discount shall be applied to the residential rates specified in this section for qualifying low-income citizens. ~~For electrical service supplied to residential customers qualifying as low income senior or low income disabled citizens, the service charge shall be waived and the energy charge shall be discounted 15 percent of Schedule 10. Qualifications and other information regarding low income senior or low income disabled citizens can be found in Chapter 3.29 RMC (finance).~~

SCHEDULE 20: Small General Service

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter where anticipated monthly maximum demand does not exceed 50 kilowatts and the load is not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:
- | | |
|------------------------|--------------|
| Daily Service Charge: | |
| Single-phase service: | \$0.86/day |
| Multiphase service: | \$1.16/day |
| Energy Charge: | \$0.0667/kWh |
| Billing Demand Charge: | No Charge |

SCHEDULE 22: Medium General Service

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter, where anticipated monthly maximum demand is greater than 50 kilowatts, but less than or equal to 300 kilowatts, and the load is not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:
- | | |
|------------------------|--------------|
| Daily Service Charge: | |
| Single-phase service: | \$1.38/day |
| Multiphase service: | \$1.66/day |
| Energy Charge: | \$0.0428/kWh |
| Billing Demand Charge: | \$5.17/kW |

SCHEDULE 24: Large General Service

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter, where anticipated monthly maximum demand is greater than 300 kilowatts, but less than or equal to 1,000 kilowatts, and the load is not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:
 - Daily Service Charge:
 - Multiphase service: \$2.01/day
 - Energy Charge: \$0.0428/kWh
 - Billing Demand Charge: \$5.58/kW

SCHEDULE 30: Small Industrial

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter where anticipated monthly maximum demand is greater than 1,000 kilowatts but less than or equal to 5,000 kilowatts and the load is not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:
 - Daily Service Charge:
 - Multiphase service: \$8.34/day
 - Energy Charge: \$0.0428/kWh
 - Billing Demand Charge: \$5.92/kW

SCHEDULE 31: Large Industrial

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter where anticipated monthly maximum demand is greater than 5,000 kilowatts and the load is not eligible for service under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:
 - Daily Service Charge: \$8.34/day
 - Energy Charge: \$0.0423/kWh

Billing Demand Charge: \$5.52/kW

SCHEDULE 33: Economic Development Rate

- A. Terms and conditions of negotiated rate will be by contract.
- B. Will be based upon the benefits derived from the new load and/or employment opportunities that expand the local economy.
- C. Will utilize marginal costing concept.

SCHEDULE 40: Small Irrigation 0 – 60 Horsepower

- A. Availability: In all territory served by the city’s electric utility.
- B. Applicability: To uses of electrical power on a continuous basis for seasonal agricultural irrigation pumping or agricultural drainage pumping.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:
 - Energy Charge: \$0.0650/kWh
 - Billing Demand Charge: No Charge
 - Annual Service Charge:
To be billed at beginning of irrigation season.
 - (1) \$194.10 single-phase service.
 - (2) \$258.80 multiphase service.

SCHEDULE 45: Large Irrigation Over 60 Horsepower

- A. Availability: In all territory served by the city’s electric utility.
- B. Applicability: To uses of electrical power on a continuous basis for seasonal agricultural irrigation pumping or agricultural drainage pumping.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:
 - Energy Charge: \$0.0428/kWh
 - Billing Demand Charge: \$7.30/kW
 - Annual Service Charge:
To be billed at beginning of irrigation season.
 - \$0.57/horsepower all horsepower greater than 60, plus:
(1) \$194.10 single-phase service.

(2) \$258.80 multiphase service.

SCHEDULE 60: Traffic Lighting

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To municipally owned traffic-regulating signal systems on public streets and highways.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:
 - Daily Service Charge: \$0.69/day
 - Energy Charge: \$0.0653/kWh

SCHEDULE 90: Cable Television Amplifier/Small Cell

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To owners of cable television amplifiers or small cell installed on facilities owned by the city's electric utility.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:
 - Energy Charge: \$0.0667/kWh

SCHEDULE 100: New Large Single Load

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To new large single load customers defined in Public Law 96-501 and as such constitute electrical loads greater than or equal to 10 average megawatts during any consecutive 12-month period and which cause the utility to incur wholesale power costs in excess of normal rates.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates: Terms and conditions of negotiated rate will be by contract.

Section 2. Section 15.03.060 of the Richland Municipal Code, entitled Service charges - Residential, as first enacted by Ordinance No. 38-21, and last amended by Ordinance No. 2023-28, is hereby amended to read as follows:

15.03.060 Service charges - Residential.

- A. The sanitation service charge for residential collection and removal of normal accumulations of refuse placed in city-provided residential container(s) for disposal shall be as according to the

table below. This does not include the removal of refuse resulting from major renovations or new construction, nor does it include earth, rocks, sod, dead animals, animal wastes, or household hazardous wastes.

Daily Sanitation Service Charge for Residential Service

All residential customers shall be charged the following daily service rates effective for utility bills generated on or after December 1, 2023, with the billings in the month indicated:

	Daily Rate	Residential Call Back
Basic Refuse Service	\$0.5753	\$12.00
Refuse - No Yard Waste	\$0.5474	\$12.00
Recycling - Optional Additional Fee	\$0.2532	\$12.00
Additional Refuse Container Fee	\$0.2679	N/A
Additional Yard Waste or Recycling Container	\$0.0657	N/A

B. Extra curbside garbage placed out for collection shall generate a charge of \$3.00 for each additional garbage can load.

C. When residential collection services by private corporations are authorized by contract, the service provider shall collect from each residential account a Richland landfill self-haul surcharge in the amount of \$0.80 per month. The surcharge is equivalent to the component of the residential collection rate listed in this section that subsidizes reduced disposal fees at the Richland landfill for Richland residents. The Richland landfill self-haul surcharge shall be collected by the contract service provider and be paid to the city on or before the twenty-fifth day of each month.

D. Per Chapter 3.29 RMC, a discount shall be applied to the rates specified in this section for qualifying low-income citizens. ~~There shall be a 60 percent discount applied to rates specified in this section for solid waste collection services provided to residential customers qualifying as low-income senior citizens or low-income disabled citizens. Additional rate information regarding low-income senior citizens and low-income disabled citizens can be found in Chapter 3.29 RMC.~~

E. Residential requests for call back or returns by solid waste personnel to empty containers which were obstructed; were not at curbside and in street by 6:00 a.m.; were packed in such a way that refuse would not exit the container when tipped; or to pick up additional refuse will be charged a call-back fee.

F. Commingled residential recycling is an optional service at the rates described in the table found in this section. The recycling container is serviced every other week and allows for a mix of recyclable materials which include cardboard, plastic, newspaper, aluminum and tin. No glass is

allowed in the recycling containers. Failure to use this container as described will result in an additional refuse container fee added to the utility bill.

Section 3. Section 16.08.035 of the Richland Municipal Code, entitled Special residential rates – Low-income senior citizens and low-income disabled citizens, as first enacted by Ordinance No. 12-07, and last amended by Ordinance No. 2023-28, is hereby amended to read as follows:

16.08.035 Special residential rates – Low-income ~~senior citizens and low-income disabled~~ citizens.

Per Chapter 3.29 RMC, a discount shall be applied to the rates specified in RMC 16.08.010 for qualifying low-income citizens. ~~There shall be a 33 percent discount applied to rates specified in RMC 16.08.010 for stormwater charges to residential customers qualifying as low-income senior citizens or low-income disabled citizens.~~

Section 4. Section 17.56.028 of the Richland Municipal Code, entitled Special residential rates – Low-income senior citizens and low-income disabled citizens, as first enacted by Ordinance No. 63-77, and last amended by Ordinance No. 2023-28, is hereby amended to read as follows:

17.56.028 Special residential rates – Low-income ~~senior citizens and low-income disabled~~ citizens.

Per Chapter 3.29 RMC, a discount shall be applied to the rates specified in RMC 16.08.010 for qualifying low-income citizens. ~~There shall be a 60 percent discount applied to rates specified in RMC 17.56.010(E) for sewer service supplied to residential customers qualifying as low-income senior citizens or low-income disabled citizens.~~

Section 5. Section 18.24.020 of the Richland Municipal Code, entitled Water rate schedule (metered), as first enacted by Ordinance No. 80, and last amended by Ordinance No. 2023-28, is hereby amended to read as follows:

18.24.020 water rate schedule (metered).

A. Residential, multifamily, commercial and large user customers serviced through a water meter will be charged daily for metered water consumption on the basis of Table 1 below, which includes applicable taxes (effective for all utility bills generated on or after December 1, 2023):

Table 1
Water Rates (Metered)

RESIDENTIAL, MULTIFAMILY AND COMMERCIAL RATES	
Meter Size	Rate
1" or less	\$0.8071
1 1/2"	\$2.6893
2"	\$4.3003
3"	\$8.0630

RESIDENTIAL, MULTIFAMILY AND COMMERCIAL RATES	
Meter Size	Rate
4"	\$13.4384
6"	\$26.8767
8" or larger	\$43.0027
Fire hydrant meter monthly rent charge	\$30.00

Additional Charge per 100 cf	Rate
Residential and fire hydrant meter	\$0.85
Multifamily and irrigation	\$0.75
Commercial/municipal	\$0.65

LARGE USER RATES	
Meter Size	Rate
1" or less	\$7.0948
1 1/2"	\$23.6515
2"	\$49.8099
3"	\$70.9545
4"	\$118.2575
6"	\$236.5151
8" or larger	\$378.4241
Additional charge per 100 cf:	0.60

B. The city may furnish water to customers at locations outside the corporate limits of the city. The daily rates for water furnished to out-of-city customers shall be the rates set forth in this title for the applicable class of service plus 50 percent of such rates.

C. Residential customers serviced through a single meter will be billed at the one-inch or less base rate per living unit, plus consumption charges. Consumption charges will be billed to the account to which the meter is addressed.

D. Commercial and mixed-use customers serviced through a single meter, where multiple units are served, will be billed the appropriate commercial rate, plus consumption charges. This utility charge, including all consumption charges, will be billed to the one account where the meter is addressed.

E. Condominiums and townhouses, which share a single meter, will be billed at the multifamily rate with the bill going to a homeowners' association or like account. Condos and townhouses which are individually metered will be billed at the residential rate with charges based on the meter size.

F. Per Chapter 3.29 RMC, a discount shall be applied to the rates specified in this section for qualifying low-income citizens. ~~The rates for water supplied to the residential customers qualifying as low-income senior citizens or low-income disabled citizens shall be discounted by 60 percent. Additional rate information regarding low-income senior citizens and low-income disabled citizens can be found in Chapter 3.29 RMC (Utility Low Income Program).~~

G. Commercial customers utilizing the domestic water system for irrigation purposes as described in RMC 18.12.086 will be charged the appropriate commercial rates for usage during the months of April through October of each year. The appropriate commercial rates will be charged if consumption is detected outside of this time period.

Section 6. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 7. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 8. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of November, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: October 15, 2024

Second Reading: November 5, 2024

Date Published: November 10, 2024



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/5/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-124, Authorizing a Stormwater Facility Grant for the Downtown Connectivity Improvements Project

Department/Office
Public Works

Ordinance/Resolution Number:
2024-124

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-124, authorizing the City Manager to sign and execute the 2025 Water Quality Combined Financial Assistance Agreement with the Washington State Department of Ecology for the Downtown Connectivity Improvements Project.

Summary:

The City of Richland's stormwater management operation is regulated by the Washington State Department of Ecology's National Pollutant Discharge Elimination System Phase II Municipal Stormwater Permit ("Permit"). Under this Permit, the City is subject to state and federal regulations designed to protect surface and groundwater quality from pollutants carried by stormwater runoff. The Washington State Department of Ecology offers several grant funding programs to support local government compliance activities under the Permit. One such program is the Water Quality Combined Funding Program.

The 2024-2029 Capital Improvement Plan includes a project titled Downtown Connectivity Improvements Project, which includes improvements to stormwater facilities within the project scope. The purpose of the stormwater scope of work is to improve water quality in the Columbia River through the design of stormwater treatment facilities to treat runoff generated in the downtown corridor. Consistent with the City's grant application, the Washington State Department of Ecology has prepared a grant funding agreement to award the City of Richland grant funds conditioned on Richland providing a 15% match. Performing the design work under the grant agreement will prepare the City for a competitive grant application for funding construction of the improvements under the same grant program.

The City's best interests are served by utilizing this grant funding to advance the stormwater design of the Downtown Connectivity Improvements.

Fiscal Impact:

The acceptance of this grant will bring approximately \$46,933 into the Stormwater Capital Fund and eliminate the need for the Stormwater Fund to fully fund this planned project. There is enough available current capacity within the Stormwater Fund, allowing for adequate funding of the fifteen percent (15%) grant match (approximately \$8,282) toward the Stormwater Facility under the grant.

Attachments:

1. Resolution No. 2024-124
2. Proposed Department of Ecology Grant Agreement (# WQC-RICHLA-00157)

RESOLUTION NO. 2024-124

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING A FISCAL YEAR 2025 STORMWATER FACILITY GRANT FUNDING AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR THE DOWNTOWN CONNECTIVITY IMPROVEMENTS PROJECT.

WHEREAS, the City of Richland’s stormwater management operation is regulated by the Washington State Department of Ecology’s National Pollutant Discharge Elimination System Phase II Municipal Stormwater Permit (“Permit”); and

WHEREAS, under this Permit, the City is subject to state and federal regulations designed to protect surface and ground water quality from pollutants carried by stormwater runoff; and

WHEREAS, the Washington State Department of Ecology offers several grant funding programs to support local government compliance activities under the Permit. One such program is the Water Quality Combined Funding Program; and

WHEREAS, the 2024-2029 Capital Improvement Plan includes a project titled Downtown Connectivity Improvements Project, which includes improvements to the stormwater facilities in the project scope; and

WHEREAS, the purpose of the stormwater scope of work is to improve water quality in the Columbia River through the design of stormwater treatment facilities to treat runoff generated in the downtown corridor; and

WHEREAS, consistent with the City’s grant application, the Washington State Department of Ecology has prepared a grant funding agreement to award the City of Richland grant funds conditioned on Richland providing a 15% match; and

WHEREAS, performing the design work under this grant agreement will prepare the City for a competitive grant application for funding construction of the improvements under the same grant program; and

WHEREAS, the City’s best interests are served by utilizing this grant funding to advance the stormwater design of the Downtown Connectivity Improvements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute the 2025 Water Quality Combined Financial Assistance Agreement with the Washington State Department of Ecology for the Downtown Connectivity Improvements Project.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of November, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



Agreement No. WQC-2025-Richla-00157

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF RICHLAND

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Richland, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Downtown Connectivity Improvements
Total Cost:	\$55,215.29
Total Eligible Cost:	\$55,215.29
Ecology Share:	\$46,933.00
Recipient Share:	\$8,282.29
The Effective Date of this Agreement is:	07/01/2024
The Expiration Date of this Agreement is no later than:	12/31/2026
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in the Columbia River through design of stormwater treatment facilities to treat runoff generated in the downtown corridor in the city of Richland, WA. The selected facilities will provide treatment for total suspended solids (TSS), and, potentially, oil (total petroleum hydrocarbons), dissolved copper and zinc, and total phosphorus, and may also reduce flows to the Columbia by increasing stormwater infiltration.

Project Long Description:

The city of Richland is in southeastern Washington at the confluence of the Yakima and Columbia Rivers. The Columbia River is under total maximum daily load (TMDL) requirements for temperature, dissolved gas, and dioxin, and is a freshwater waterbody designated for primary contact recreation and salmonid spawning, rearing, and migration.

As part of an overarching downtown connectivity project to reconfigure George Washington Way and Jadwin Avenue

Agreement No: WQC-2025-Richla-00157
Project Title: Downtown Connectivity Improvements
Recipient Name: City of Richland

to a one-way couplet, the RECIPIENT will utilize this grant to design retrofitted stormwater treatment best management practices (BMPs) to treat runoff from project roadways and side streets that drain to the project area.

Currently, existing roadway runoff from the project area collects in catch basins in the gutter line and flows via closed stormwater pipes to the “Richland Ditch”, also known as Marjorie Creek. The Richland Ditch is managed as a stormwater conveyance detention facility. The runoff is not treated prior to discharge to the Richland Ditch. Due to the McNary levee system, the Richland Ditch does not gravity drain to a natural waterway. Instead, it discharges to a pump station that directs the runoff to the Columbia River. This drainage way and pump station are under the jurisdiction of the United States Army Corps of Engineers.

The RECIPIENT will design stormwater BMPs to treat runoff from nearly all the project impervious roadway area before it enters the Richland Ditch. The RECIPIENT will use knowledge of groundwater, geology, and other area conditions to determine BMP selection and placement. Where locations are appropriate the RECIPIENT will design for bioretention planters, cartridge stormwater filter catch basins, bio-infiltration swales, or pretreatment and subsurface infiltration trenches. With a combination of these facilities, the RECIPIENT will provide water quality treatment for total suspended solids (TSS), and potentially, oil (total petroleum hydrocarbons), dissolved copper and zinc, and total phosphorus. The RECIPIENT estimates runoff from approximately 32.8 acres of impervious surfaces will be treated by the BMPs designed, 23.8 acres of which are pollution generating impervious surfaces (PGIS).

The RECIPIENT is implementing funding from multiples sources for the overarching project to include federal-based funding triggering a Section 106 Cultural Resources Review (CRR). The RECIPIENT will provide a completed “External Adoption Checklist” for Ecology’s review and determination whether a CRR under Executive Order 21-02 is also required for this project.

Overall Goal:

This project will help protect and restore water quality in Washington State by reducing stormwater impacts from existing infrastructure and development.

Agreement No: WQC-2025-Richla-00157
Project Title: Downtown Connectivity Improvements
Recipient Name: City of Richland

RECIPIENT INFORMATION

Organization Name: City of Richland

Federal Tax ID: 91-6015119
UEI Number: KMRXS36K5921

Mailing Address: 625 Swift Boulevard, MS#26
Richland, WA 99352

Physical Address: 625 Swift Boulevard, MS#26
Richland, Washington 99352

Organization Email: krawlinson@ci.richland.wa.us
Organization Fax: (509) 942-7468

Contacts

DRAFT

Agreement No: WQC-2025-Richla-00157
Project Title: Downtown Connectivity Improvements
Recipient Name: City of Richland

Project Manager	Brian Pope Civil Engineer II 625 Swift Boulevard, MS#26 Richland, Washington 99352 Email: bpope@ci.richland.wa.us Phone: (509) 942-7500
Billing Contact	Kristin Rawlinson PW Budget & Contracts Analyst 625 Swift Boulevard, MS#26 Richland, Washington 99352 Email: krawlinson@ci.richland.wa.us Phone: (509) 942-7500
Authorized Signatory	Carlo D'Alessandro Public Works Director 625 Swift Boulevard, MS#26 Richland, Washington 99352 Email: cdalessandro@ci.richland.wa.us Phone: (509) 942-7500

ECOLOGY INFORMATION

Mailing Address:

Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address:

Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Traci Pearson 1250 W Alder St. Union Gap, Washington 98903-0009 Email: tjef461@ecy.wa.gov Phone: (509) 731-0513
Financial Manager	Xavier Gilbert Stormwater Project Financial Specialist PO Box 47600 Olympia, Washington 98504-7600 Email: XGIL461@ecy.wa.gov Phone: (564) 669-1942

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Richland

By:

By:

Vincent McGowan, P.E.

Date

Carlo D'Alessandro

Date

Water Quality

Public Works Director

Program Manager

Template Approved to Form by
Attorney General's Office

SCOPE OF WORK

Task Number: 1

Task Cost: \$2,000.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). If the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$3,000.00

Task Title: Cultural and Environmental Review, and Permitting

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.

2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY project manager review and notify the ECOLOGY project manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.

C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project.

Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

Agreement No: WQC-2025-Richla-00157

Project Title: Downtown Connectivity Improvements

Recipient Name: City of Richland

Cultural and Environmental Review, and Permitting**Deliverables**

Number	Description	Due Date
2.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
2.2	ECOLOGY Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	
2.3	SEPA Checklist. Upload the checklist, or other documentation for projects considered exempt from SEPA review, to EAGL and notify ECOLOGY when official comment period begins.	
2.4	Final SEPA Determination. Upload to EAGL and notify ECOLOGY.	

SCOPE OF WORK

Task Number: 3

Task Cost: \$48,215.29

Task Title: Design Plans and Specifications

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

The RECIPIENT will develop a stormwater project design. The design submittals must conform to the Stormwater Deliverables Guidance document. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

A. The RECIPIENT will submit a Design Report to ECOLOGY for review and acceptance. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent Design.

1. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed design using the methods outlined in the Stormwater Deliverables Guidance.

B. The RECIPIENT will submit a 90 Percent Design Package to ECOLOGY for review and acceptance. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. The current required bid inserts and specifications may be found on the Ecology website. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding to Final Bid Package.

C. The RECIPIENT will submit preliminary GIS polygon data for the contributing basin(s) and the BMP footprint(s). Acceptable formats include shapefiles, file geodatabase feature classes, shared feature service URLs, or ECOLOGY-accepted equivalent. Refer to the Stormwater Deliverables Guidance for more information.

Task Goal Statement:

The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

Agreement No: WQC-2025-Richla-00157

Project Title: Downtown Connectivity Improvements

Recipient Name: City of Richland

The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

Design Plans and Specifications

Deliverables

Number	Description	Due Date
3.1	Signed and dated consultant contract, if procuring services for design. The contract must include ECOLOGY's standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY.	
3.2	Design Report. Upload to EAGL and notify ECOLOGY.	
3.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY.	
3.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY.	
3.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY.	
3.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.8	Preliminary project shapefiles, file geodatabase feature classes, shared feature services, or ECOLOGY-accepted equivalent. Upload to EAGL and notify ECOLOGY.	

SCOPE OF WORK

Task Number: 4

Task Cost: \$2,000.00

Task Title: Project Close Out

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will submit the Recipient Close Out Report (RCOR) in EAGL in accordance with Task 1.

B. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

Task Goal Statement:

The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:

* Timely and complete submittal of Recipient Closeout Report and Outcomes Summary.

Project Close Out

Deliverables

Number	Description	Due Date
4.1	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	

BUDGET

Funding Distribution EG250096

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: SFAP
 Funding Effective Date: 07/01/2024
 Funding Source:

Funding Type: Grant
 Funding Expiration Date: 12/31/2026

Title: SFAP-SFY25
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: 15%
 Recipient Match %: 15%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	\$ 2,000.00
Cultural and Environmental Review, and Permitting	\$ 3,000.00
Design Plans and Specifications	\$ 48,215.29
Project Close Out	\$ 2,000.00

Total: \$ 55,215.29

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	15.00 %	\$ 8,282.29	\$ 46,933.00	\$ 55,215.29
Total		\$ 8,282.29	\$ 46,933.00	\$ 55,215.29

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

WQC-2024—Water Quality Program Special Terms and Conditions (Update June 2023)

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Accrued Interest” means the interest incurred as loan funds are disbursed.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water

Agreement No: WQC-2025-Richla-00157
Project Title: Downtown Connectivity Improvements
Recipient Name: City of Richland

quality problem as described in Chapter 173-98-730 WAC.

“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

Agreement No: WQC-2025-Richla-00157

Project Title: Downtown Connectivity Improvements

Recipient Name: City of Richland

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

Agreement No: WQC-2025-Richla-00157

Project Title: Downtown Connectivity Improvements

Recipient Name: City of Richland

“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language

Agreement No: WQC-2025-Richla-00157
Project Title: Downtown Connectivity Improvements
Recipient Name: City of Richland

will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

- i. No hazardous substances were found on the site, or
- ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this

Agreement No: WQC-2025-Richla-00157
Project Title: Downtown Connectivity Improvements
Recipient Name: City of Richland

project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. "Section 319 Initial Data Reporting" form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views

Agreement No: WQC-2025-Richla-00157
Project Title: Downtown Connectivity Improvements
Recipient Name: City of Richland

and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

A. Acquisitions: RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

Agreement No: WQC-2025-Richla-00157
Project Title: Downtown Connectivity Improvements
Recipient Name: City of Richland

EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Agreement No: WQC-2025-Richla-00157
Project Title: Downtown Connectivity Improvements
Recipient Name: City of Richland

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7.

Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a

Agreement No: WQC-2025-Richla-00157
Project Title: Downtown Connectivity Improvements
Recipient Name: City of Richland

character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products

Agreement No: WQC-2025-Richla-00157
Project Title: Downtown Connectivity Improvements
Recipient Name: City of Richland

used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTS agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at:
<https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest

Agreement No: WQC-2025-Richla-00157
Project Title: Downtown Connectivity Improvements
Recipient Name: City of Richland

based on the interest rate identified in this agreement as the “Effective Interest Rate,” per annum, calculated on the basis of a 365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan “Loan Term” as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.
2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

Agreement No: WQC-2025-Richla-00157

Project Title: Downtown Connectivity Improvements

Recipient Name: City of Richland

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

Agreement No: WQC-2025-Richla-00157
Project Title: Downtown Connectivity Improvements
Recipient Name: City of Richland

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the

Agreement No: WQC-2025-Richla-00157

Project Title: Downtown Connectivity Improvements

Recipient Name: City of Richland

redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding.

Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance,

Agreement No: WQC-2025-Richla-00157

Project Title: Downtown Connectivity Improvements

Recipient Name: City of Richland

ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property. Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

Agreement No: WQC-2025-Richla-00157

Project Title: Downtown Connectivity Improvements

Recipient Name: City of Richland

“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrc.gov <http://www.fsrc.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE

Agreement No: WQC-2025-Richla-00157

Project Title: Downtown Connectivity Improvements

Recipient Name: City of Richland

Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <<https://sam.gov/SAM/>> exclusion list.

DRAFT

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

Agreement No: WQC-2025-Richla-00157
Project Title: Downtown Connectivity Improvements
Recipient Name: City of Richland

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

Agreement No: WQC-2025-Richla-00157

Project Title: Downtown Connectivity Improvements

Recipient Name: City of Richland

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

Agreement No: WQC-2025-Richla-00157

Project Title: Downtown Connectivity Improvements

Recipient Name: City of Richland

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

Agreement No: WQC-2025-Richla-00157
Project Title: Downtown Connectivity Improvements
Recipient Name: City of Richland

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

Agreement No: WQC-2025-Richla-00157
Project Title: Downtown Connectivity Improvements
Recipient Name: City of Richland

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

Agreement No: WQC-2025-Richla-00157

Project Title: Downtown Connectivity Improvements

Recipient Name: City of Richland

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: WQC-2025-Richla-00157

Project Title: Downtown Connectivity Improvements

Recipient Name: City of Richland

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: WQC-2025-Richla-00157

Project Title: Downtown Connectivity Improvements

Recipient Name: City of Richland

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/5/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-139, Setting a Public Hearing Date for Vacation of a Portion of Robertson Drive

Department/Office
Public Works

Ordinance/Resolution Number:
2024-139

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-139, setting a public hearing date to receive public comments regarding the proposed vacation of a portion of Robertson Drive right-of-way as provided therein.

Summary:

A segment of Robertson Drive right-of-way located between Logan Street and Henderson Loop in the Horn Rapids Industrial Park is no longer needed for public street purposes.

If the vacation action is approved, easements will be recorded to protect existing public utility infrastructure located in the vacated right-of-way.

State law requires that a public hearing be held to allow public consideration of this proposal. This resolution will set the hearing date as required under RCW 35.79.010.

Fiscal Impact: None.

Attachments:

I. Resolution No. 2024-139

RESOLUTION NO. 2024-139

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
SETTING A DATE FOR A PUBLIC HEARING TO CONSIDER THE
PROPOSED VACATION OF A PORTION OF ROBERTSON DRIVE
RIGHT-OF-WAY.**

WHEREAS, the City of Richland Development Services Department wishes to vacate a segment of the Robertson Drive right-of-way between Logan Street and Henderson Loop; and

WHEREAS, the right-of-way is no longer needed for public street purposes because it does not provide access to properties or roadway connectivity within the Horn Rapids Industrial Park; and

WHEREAS, easements that support public infrastructure will be reserved for utilities that remain in the proposed vacated right-of-way; and

WHEREAS, state law requires a public hearing to allow public consideration of this vacation proposal.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the regularly scheduled City Council meeting to be held beginning at **6:00 p.m. on December 3, 2024** is hereby established as the date on which Council will conduct a public hearing to consider the proposed vacation of a portion of Robertson Drive right-of-way.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of November, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/5/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-140, Authorizing Award of Bid to Tapani, Inc. for the Truman Ave Tapteal 2 Booster Pump Station

Department/Office
Public Works

Ordinance/Resolution Number:
2024-140

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-140, authorizing the City Manager to sign and execute a construction contract with Tapani, Inc. in the amount of \$2,505,895.88 for the Tapteal 2 Booster Pump Station Upgrades Project and to execute change orders in an aggregate amount not to exceed \$250,000, as needed, to fulfill the Project's design intent.

Summary:

The Washington State Department of Natural Resources (DNR) owns property near the City's westerly boundary bordered on the south by Kennedy Road. The DNR property is now proposed for development, including a mix of commercial and residential properties which will require service by the City's water distribution system.

A recent planning study established the need for a new pump station and associated pipelines to support the commercial development planned for the DNR property. Ordinance No. 2024-16 added funding to support this booster pump station improvement. RH2 Engineering, Inc. was awarded the project (Resolution No. 2024-55) to provide consulting engineering for the design, permitting, and bidding for the Tapteal 2 Truman Avenue Booster Pump station. The Tapteal 2 Truman Avenue Booster Pump Station will provide the required domestic water for developments within the DNR property. Richland, through RH2, completed the engineering design of the Project and prepared bid documents for it.

Bids were solicited in accordance with the City's purchasing policies, with five (5) bids received and opened on October 29, 2024. Tapani, Inc. submitted the lowest responsible bid of the five (5) received. The Water Utility budget is sufficient to fully fund the Project.

Staff recommends adoption of Resolution No. 2024-140.

Fiscal Impact:

The 2024 Capital Improvement Plan (CIP) was amended, under Ordinance No. 2024-16, to allocate capacity of approximately \$4,110,000 into the Water Capital Fund for the Truman Avenue Tapteal 2 Booster Pump Station. There is currently approximately \$3,450,000 in available capacity for this project, which is estimated at \$2,756,500 including construction, contingency and construction management.

Attachments:

1. Resolution No. 2024-140
2. Bid Tab Tapteal 2 Truman Ave Booster Pump Station - ITB#24-0086

RESOLUTION NO. 2024-140

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING AWARD OF BID TO TAPANI INC. FOR THE TAPTEAL 2 TRUMAN AVENUE BOOSTER PUMP STATION PROJECT.

WHEREAS, the Washington State Department of Natural Resources (DNR) owns property near the City's westerly boundary bordered on the south by Kennedy Road; and

WHEREAS, the City's most recent Water System Plan identifies the zoning for the property as Urban Reserve, which resulted in no water system facilities planned to support the property; and

WHEREAS, the DNR property is now proposed for development including a mix of commercial and residential properties which will require service by the City's water distribution system; and

WHEREAS, a recent planning study established the need for a new pump station and associated pipelines to support the commercial development planned for the DNR property; and

WHEREAS, the Tapteal 2 Truman Avenue Booster Pump Station Project (the "Project") will provide the required domestic water for developments within the DNR property; and

WHEREAS, on April 16, 2024, Richland City Council approved Ordinance No. 2024-16, amending the 2024 Budget to allocate funding in support of the Project; and

WHEREAS, on April 16, 2024, Richland City Council approved Resolution No. 2025-55, authorizing a consultant agreement with RH2 Engineering, Inc. to complete the design and permitting work for the Project; and

WHEREAS, all project development and design work necessary to advance the Project to construction is complete; and

WHEREAS, bids were solicited in accordance with the City's purchasing policies, with five (5) bids received and opened on October 29, 2024; and

WHEREAS, Tapani Inc. submitted the lowest responsible bid of the five (5) bids received; and

WHEREAS, the Water Utility budget is sufficient to fully fund completion of the Project; and

WHEREAS, the City's best interests are served by completing the Project in accordance with the project design and lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a construction contract with Tapani Inc. in the amount of \$2,505,895.88 for the Tapteal 2 Truman Avenue Booster Pump Station Project, and to execute change orders in an aggregate amount not to exceed \$250,000 as needed to fulfill the Project's intent.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of November, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland

DATE BIDS OPENED: OCTOBER 29, 2024	ITB # 24-0086
TAPTEAL 2 TRUMAN AVE PUMP STATION	

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		TAPANI INC BATTLE GROUND, WA		C&E TRENCHING LLC PASCO, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	BASE BID								
A1	Mobilization, Demobilization, Site Preparation and Cleanup	1.00	LS	\$326,000.00	326,000.00	197,000.00	197,000.00	227,248.00	227,248.00
A2	Staking & Project Control	1.00	LS	20,000.00	20,000.00	10,000.00	10,000.00	8,000.00	8,000.00
A3	Temporary Sedimentation & Erosion Control	1.00	LS	18,000.00	18,000.00	22,000.00	22,000.00	35,000.00	35,000.00
A4	Construction Records & O&M Manuals	1.00	LS	10,000.00	10,000.00	10,000.00	10,000.00	2,500.00	2,500.00
A5	Testing, Startup & Training	1.00	LS	20,000.00	20,000.00	20,000.00	20,000.00	18,500.00	18,500.00
A6	Dig & Verify (Pothole Existing Utilities)	12.00	EA	200.00	2,400.00	326.00	3,912.00	650.00	7,800.00
A7	Controlled Density Fill	210.00	CY	100.00	21,000.00	226.00	47,460.00	280.00	58,800.00
A8	Apprenticeship Incentive	1.00	LS	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
A9	Apprenticeship Penalty	1.00	CALC	(2,000.00)	(2,000.00)	(2,000.00)	(2,000.00)	(2,000.00)	(2,000.00)
A10	16" DI Water Main RJ	1,600.00	LF	190.00	304,000.00	173.00	276,800.00	165.00	264,000.00
A11	16" DI 11.25 Degree Bend RJxRJ	4.00	EA	4,250.00	17,000.00	1,550.00	6,200.00	1,750.00	7,000.00
A12	16" DI 22.5 Degree Bend RJx RJ	3.00	EA	4,000.00	12,000.00	1,500.00	4,500.00	1,725.00	5,175.00
A13	16" DI 90 Degree Bend RJxRJ	1.00	EA	4,600.00	4,600.00	1,900.00	1,900.00	2,000.00	2,000.00
A14	16" DI Gate Valve with BGA NRS TAPxRJ	1.00	EA	22,000.00	22,000.00	12,500.00	12,500.00	17,500.00	17,500.00
A15	16" DI Butterfly Valve RJxRJ	1.00	EA	6,300.00	6,300.00	6,000.00	6,000.00	6,500.00	6,500.00
A16	18"x16" Tapping Sleeve	1.00	EA	18,000.00	18,000.00	5,000.00	5,000.00	12,500.00	12,500.00
A17	16"x16" DI Hydrant Assembly RJxFL	2.00	EA	12,000.00	24,000.00	12,000.00	24,000.00	12,000.00	24,000.00
A18	Connection to Existing Water Main	2.00	EA	5,000.00	10,000.00	5,000.00	10,000.00	7,500.00	15,000.00
A19	Pipe Zone & Bedding Material	1,600.00	LF	35.00	56,000.00	12.00	19,200.00	12.00	19,200.00
A20	Asphalt Patching (2" HMA, 2" CSTC, 6" CSBC)	1,640.00	SY	75.00	123,000.00	34.00	55,760.00	57.00	93,480.00
A21	Gravel Road Restoration	450.00	LF	40.00	18,000.00	11.00	4,950.00	16.00	7,200.00
A22	Sidewalk	6.00	SY	150.00	900.00	200.00	1,200.00	385.00	2,310.00
A23	Curb & Gutter	10.00	LF	60.00	600.00	125.00	1,250.00	80.00	800.00
A24	Trench Safety	1,600.00	LF	2.00	3,200.00	3.00	4,800.00	1.00	1,600.00
A25	Traffic Control	1.00	LS	20,000.00	20,000.00	6,200.00	6,200.00	9,000.00	9,000.00
A26	Excavation, Stockpiling & Haul	1.00	LS	40,000.00	40,000.00	8,300.00	8,300.00	18,000.00	18,000.00
A27	Earthwork & Grading	1.00	LS	55,000.00	55,000.00	20,000.00	20,000.00	14,000.00	14,000.00
A28	Precast Vault with Hatch & Ladder	1.00	LS	79,000.00	79,000.00	40,000.00	40,000.00	31,000.00	31,000.00
A29	Catch Basin	1.00	EA	5,400.00	5,400.00	3,000.00	3,000.00	5,000.00	5,000.00
A30	Fencing & Mow Strip	330.00	LF	100.00	33,000.00	85.00	28,050.00	80.00	26,400.00
A31	Equipment Pads & Door Landings	53.00	SY	400.00	21,200.00	200.00	10,600.00	180.00	9,540.00
A32	Removable Bollards	30.00	EA	1,000.00	30,000.00	570.00	17,100.00	700.00	21,000.00

				ENGINEER'S ESTIMATE		TAPANI INC BATTLE GROUND, WA		C&E TRENCHING LLC PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A33	Rip Rap	150.00	TON	50.00	7,500.00	32.00	4,800.00	65.00	9,750.00
A34	CSBC for Site Surfacing & Underneath	2,300.00	SY	16.52	37,996.00	9.50	21,850.00	18.00	41,400.00
A35	Structrual	1.00	LS	831,000.00	831,000.00	360,000.00	360,000.00	419,000.00	419,000.00
A36	Pumps & Motors	1.00	LS	269,000.00	269,000.00	146,000.00	146,000.00	270,000.00	270,000.00
A37	Finishes	1.00	LS	81,000.00	81,000.00	53,000.00	53,000.00	127,000.00	127,000.00
A38	BPS Mechanical, Plumbing & Yard Piping	1.00	LS	469,000.00	469,000.00	320,000.00	320,000.00	450,000.00	450,000.00
A39	Electrical	1.00	LS	274,000.00	274,000.00	80,000.00	80,000.00	120,000.00	120,000.00
A40	Emergency Generator & ATS	1.00	LS	162,000.00	162,000.00	167,000.00	167,000.00	116,000.00	116,000.00
A41	Telemetry & Automatic Control	1.00	LS	133,000.00	133,000.00	275,000.00	275,000.00	170,000.00	170,000.00
BASE BID SUBTOTAL					\$3,585,096.00		\$2,305,332.00		\$2,693,203.00
8.7% SALES TAX					311,903.35		200,563.88		234,308.66
BASE BID TOTAL					\$3,896,999.35		\$2,505,895.88		\$2,927,511.66

City of Richland

DATE BIDS OPENED:	OCTOBER 29, 2024	ITB #	24-0086
TAPTEAL 2 TRUMAN AVE PUMP STATION			

Item	Description	Qty	Unit	APOLLO, INC KENNEWICK, WA		ROTSCHY, INC VANCOUVER, WA		POW CONTRACTING PASCO, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	BASE BID								
A1	Mobilization, Demobilization, Site Preparation and Cleanup	1.00	LS	262,000.00	262,000.00	295,000.00	295,000.00	250,350.00	250,350.00
A2	Staking & Project Control	1.00	LS	3,000.00	3,000.00	11,100.00	11,100.00	50,000.00	50,000.00
A3	Temporary Sedimentation & Erosion Control	1.00	LS	14,000.00	14,000.00	12,372.00	12,372.00	25,000.00	25,000.00
A4	Construction Records & O&M Manuals	1.00	LS	2,500.00	2,500.00	5,000.00	5,000.00	10,000.00	10,000.00
A5	Testing, Startup & Training	1.00	LS	8,000.00	8,000.00	22,000.00	22,000.00	20,000.00	20,000.00
A6	Dig & Verify (Pothole Existing Utilities)	12.00	EA	427.00	5,124.00	361.96	4,343.52	1,500.00	18,000.00
A7	Controlled Density Fill	210.00	CY	275.00	57,750.00	271.00	56,910.00	245.00	51,450.00
A8	Apprenticeship Incentive	1.00	LS	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
A9	Apprenticeship Penalty	1.00	CALC	(2,000.00)	(2,000.00)	(2,000.00)	(2,000.00)	(2,000.00)	(2,000.00)
A10	16" DI Water Main RJ	1,600.00	LF	151.00	241,600.00	200.00	320,000.00	230.00	368,000.00
A11	16" DI 11.25 Degree Bend RJxRJ	4.00	EA	1,400.00	5,600.00	1,800.00	7,200.00	2,250.00	9,000.00
A12	16" DI 22.5 Degree Bend RJx RJ	3.00	EA	1,360.00	4,080.00	2,100.00	6,300.00	2,250.00	6,750.00
A13	16" DI 90 Degree Bend RJxRJ	1.00	EA	1,660.00	1,660.00	2,400.00	2,400.00	2,500.00	2,500.00
A14	16" DI Gate Valve with BGA NRS TAPxRJ	1.00	EA	17,950.00	17,950.00	16,000.00	16,000.00	20,000.00	20,000.00
A15	16" DI Butterfly Valve RJxRJ	1.00	EA	7,630.00	7,630.00	6,500.00	6,500.00	9,000.00	9,000.00
A16	18"x16" Tapping Sleeve	1.00	EA	11,900.00	11,900.00	4,000.00	4,000.00	46,500.00	46,500.00
A17	16"x16" DI Hydrant Assembly RJxFL	2.00	EA	11,400.00	22,800.00	8,300.00	16,600.00	12,500.00	25,000.00
A18	Connection to Existing Water Main	2.00	EA	7,900.00	15,800.00	1,405.00	2,810.00	4,500.00	9,000.00
A19	Pipe Zone & Bedding Material	1,600.00	LF	5.00	8,000.00	7.00	11,200.00	10.00	16,000.00
A20	Asphalt Patching (2" HMA, 2" CSTC, 6" CSBC)	1,640.00	SY	35.00	57,400.00	58.00	95,120.00	55.00	90,200.00
A21	Gravel Road Restoration	450.00	LF	22.00	9,900.00	41.00	18,450.00	25.00	11,250.00
A22	Sidewalk	6.00	SY	315.00	1,890.00	218.00	1,308.00	150.00	900.00
A23	Curb & Gutter	10.00	LF	172.00	1,720.00	144.00	1,440.00	150.00	1,500.00
A24	Trench Safety	1,600.00	LF	1.00	1,600.00	2.00	3,200.00	2.00	3,200.00
A25	Traffic Control	1.00	LS	31,000.00	31,000.00	62,369.00	62,369.00	5,000.00	5,000.00
A26	Excavation, Stockpiling & Haul	1.00	LS	33,700.00	33,700.00	14,000.00	14,000.00	35,000.00	35,000.00
A27	Earthwork & Grading	1.00	LS	23,400.00	23,400.00	14,907.00	14,907.00	35,000.00	35,000.00
A28	Precast Vault with Hatch & Ladder	1.00	LS	39,180.00	39,180.00	44,520.00	44,520.00	38,000.00	38,000.00
A29	Catch Basin	1.00	EA	1,640.00	1,640.00	2,459.00	2,459.00	3,500.00	3,500.00
A30	Fencing & Mow Strip	330.00	LF	92.00	30,360.00	119.00	39,270.00	120.00	39,600.00
A31	Equipment Pads & Door Landings	53.00	SY	157.00	8,321.00	242.00	12,826.00	350.00	18,550.00
A32	Removable Bollards	30.00	EA	1,000.00	30,000.00	1,110.00	33,300.00	875.00	26,250.00

				APOLLO, INC KENNEWICK, WA		ROTSCHY, INC VANCOUVER, WA		POW CONTRACTING PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A33	Rip Rap	150.00	TON	50.60	7,590.00	60.00	9,000.00	60.00	9,000.00
A34	CSBC for Site Surfacing & Underneath	2,300.00	SY	10.75	24,725.00	21.00	48,300.00	15.00	34,500.00
A35	Structrual	1.00	LS	352,000.00	352,000.00	425,737.00	425,737.00	544,000.00	544,000.00
A36	Pumps & Motors	1.00	LS	282,000.00	282,000.00	282,343.00	282,343.00	274,000.00	274,000.00
A37	Finishes	1.00	LS	191,000.00	191,000.00	30,023.00	30,023.00	90,000.00	90,000.00
A38	BPS Mechanical, Plumbing & Yard Piping	1.00	LS	379,000.00	379,000.00	405,918.00	405,918.00	374,000.00	374,000.00
A39	Electrical	1.00	LS	133,000.00	133,000.00	86,551.00	86,551.00	136,000.00	136,000.00
A40	Emergency Generator & ATS	1.00	LS	151,000.00	151,000.00	189,840.00	189,840.00	180,000.00	180,000.00
A41	Telemetry & Automatic Control	1.00	LS	233,000.00	233,000.00	304,637.00	304,637.00	295,000.00	295,000.00
BASE BID SUBTOTAL					\$2,712,820.00		\$2,925,253.52		\$3,181,000.00
8.7% SALES TAX					236,015.34		254,497.06		276,747.00
BASE BID TOTAL					\$2,948,835.34		\$3,179,750.58		\$3,457,747.00



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/5/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-141, Authorizing an Interlocal Agreement with the City of West Richland for Engineering Support Services for the Horn Rapids Water Intertie

Department/Office
Public Works

Ordinance/Resolution Number:
2024-141

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-141, authorizing the City Manager to sign and execute an interlocal agreement with the City of West Richland for engineering support services for the Horn Rapids water intertie.

Summary:

RCW 39.34.010 permits local governments to cooperate with other localities on a basis of mutual advantage. Pursuant to RCW 39.34.080, each public agency is authorized to contract with one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform.

The City of Richland and the City of West Richland currently operate within the parameters of an existing Wholesale Water Service Agreement whereby Richland provides potable water to the City of West Richland through a metered intertie connection located in south Richland. To meet their future water demand, the City of West Richland now proposes to expand the service to include a new water intertie located in the Horn Rapids vicinity at Twin Bridges Road.

The City of Richland maintains an on-call contract with an engineering services vendor to perform modeling of Richland's water system when new water demands are proposed. Both of the cities desire to utilize the City of Richland's on-call water modeling to forecast future water system upgrades and modifications to the City of Richland's Water System Plan to support a new water intertie. The City of West Richland will reimburse Richland for all expenses incurred to perform this service.

A future amendment to the Wholesale Water Service Agreement will be required to establish the terms for the required water system upgrades to support a new intertie.

Staff recommends adoption of Resolution No. 2024-141.

Fiscal Impact:

The City will solicit engineering services for water system modeling valued at an estimated \$50,000. The City of West Richland has committed to funding the full cost of these engineering services under the proposed Agreement.

Attachments:

1. Resolution No. 2024-141
2. Proposed Interlocal Agreement for Water Modeling with West Richland

RESOLUTION NO. 2024-141

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE
CITY OF WEST RICHLAND FOR ENGINEERING SUPPORT
SERVICES FOR THE HORN RAPIDS WATER INTERTIE.**

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each public agency is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the cities of Richland and West Richland entered into an amended Wholesale Water Service Agreement whereby Richland provides potable water to West Richland through a metered intertie connection in south Richland; and

WHEREAS, West Richland proposes a new water intertie with Richland located in the Horn Rapids area of Richland at Twin Bridges Road in order to meet future water demand; and

WHEREAS, Richland maintains an on-call water modeling contract with an engineering services vendor to perform modeling of Richland's water system when new water demands are proposed; and

WHEREAS, both cities desire to utilize Richland's on-call water modeling to forecast future water system upgrades and modifications to Richland's Water System Plan to support a new water intertie; and

WHEREAS, West Richland will reimburse Richland for all expenses incurred to perform this service; and

WHEREAS, a future amendment to the Wholesale Water Service Agreement is required to establish agreement for the required water system upgrades to support a new intertie; and

WHEREAS, Richland's best interests are served by entering into an agreement to establish the terms of the partnership with West Richland for a future water intertie.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with the City of West Richland for water system modeling for the Horn Rapids water intertie.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of November, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

INTERLOCAL COOPERATION AGREEMENT
Between
THE CITY OF RICHLAND AND THE CITY OF WEST RICHLAND
For

Engineering Support Services for the Horn Rapids Water Intertie

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into on this ____ day of ____, 2024, (the "Effective Date") by and between the **City of Richland** (hereinafter "Richland"), a municipal corporation of the State of Washington, and the **City of West Richland** (hereinafter "West Richland"), a municipal corporation of the State of Washington. Richland and West Richland are also herein referred to individually as a "Jurisdiction" and collectively as the "Jurisdictions".

I. Recitals

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each public agency is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the Jurisdictions entered into an amended Wholesale Water Service Agreement whereby Richland provides potable water to West Richland through a metered intertie connection in south Richland; and

WHEREAS, West Richland proposes a new water intertie with Richland located in the Horn Rapids area of Richland at Twin Bridges Road in order to meet future water demand; and

WHEREAS, Richland maintains an on-call water modeling contract with an engineering services vendor to perform modeling of Richland's water system when new water demands are proposed; and

WHEREAS, the Jurisdictions desire to utilize Richland's on-call water modeling to forecast future water system upgrades and modifications to Richland's Water System Plan to support a new water intertie; and

WHEREAS, a future amendment to the Wholesale Water Service Agreement is required to establish agreement of the required water system upgrades to support a new intertie; and

WHEREAS, the Jurisdictions desire to establish the terms of this partnership for a future water intertie.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Jurisdictions hereby agree as follows:

II. Agreement

Section 1. Purpose and Scope of Work

The purpose of this Agreement is to formalize a commitment to perform water system modeling for a future water intertie between Richland and West Richland located at Twin Bridges Road (the "Project").

Section 2. Administration

The Richland City Manager or designee will administer this Agreement, and will be responsible for:

- a. Establishing policies for implementing this Agreement;
- b. Providing periodic progress reports to the elected officials of each Jurisdiction; and
- c. Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.

Section 3. Costs, Funding and Contributions

West Richland commits to funding the full costs of the water system modeling required for the Project. The Jurisdiction's funding shall consist of locally generated funds that will not impose state or federal procurement or environmental compliance requirements on the Project. The total cost of the scope of work is anticipated to be no more than \$50,000. Costs include the consultant engineering support services and Richland staff costs in administering the consultant contract. The scope of work, estimate, and schedule for the consultant work are provided in Exhibits A, B, and C. West Richland will pay its share of the Project scope within thirty (30) calendar days of receiving invoices from Richland.

Section 4. Development

The Jurisdictions hereby commit to the following:

- a. Richland shall utilize its existing on-call consultant services to support the Project.
- b. Richland negotiated a work scope and budget with its consultant. West Richland has reviewed for concurrence. The consultant scope, budget, and schedule are provided in Exhibits A, B, and C.
- c. Richland will administer and manage the consultant.
- d. The Jurisdictions will support the consultant's work by making staff and records available in a timely manner.
- e. The Jurisdictions will supplement the consultant's work as necessary with work from their respective water system planning consultants.
- f. The Jurisdictions agree to timely negotiate amendments to this Agreement.
- g. The Jurisdictions acknowledge and agree that an amendment to the Wholesale Water Service Agreement will be necessary upon acceptance of the results of the Project modeling.

Section 5. Modification

Amendments to this Agreement must be in writing and executed by the duly-authorized representative for each Jurisdiction. Said amendments may be executed without further legislative body action

Section 6. Term of Agreement and Termination

- a. The term of this Agreement, commencing on the Effective Date, shall become effective on full execution hereof, and upon posting on at least one Jurisdiction's website as provided in RCW 39.34.040. Either Jurisdiction may choose to record this Agreement, but recordation is not required.
- b. This Agreement shall expire on the date of completion of the modeling work and when all related invoices are paid.

Section 7. Inspection of Records

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any Jurisdiction during the term of this Agreement, and shall be maintained thereafter in accordance with the retention schedule established by the State of Washington for municipal records.

Section 8. No Separate Legal Entity

By this Agreement, the Jurisdictions do not intend to form a separate legal entity to conduct the cooperative undertaking. Further, no acquiring, holding or disposing of real or personal property will occur under this Agreement.

Section 9. Severability

In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

Section 10. Venue, Applicable Law and Personal Jurisdiction

All questions related to this Agreement shall be resolved under the laws of the State of Washington. In the event that either Jurisdiction deems it necessary to institute legal action arising from this Agreement, such action shall be instituted in Benton County Superior Court.

Section 11. Authority to Execute.

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this agreement on behalf of the entity or party for which he or she is signing. The parties hereby warrant to each other that each has full power and authority to enter into this agreement and to undertake the actions contemplated herein, and that this agreement is enforceable in accordance with its terms.

Section 12. Counterpart Originals.

Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year written above.

CITY OF RICHLAND

CITY OF WEST RICHLAND

Jon Amundson, City Manager

Brent Gerry, Mayor

Attest:

Attest:

Jennifer Rogers, City Clerk

Stephanie Haug, City Clerk

Approved as to form:

Approved as to form:

Heather Kintzley, City Attorney

Jessica Foltz, City Attorney

DRAFT

Exhibit A

DRAFT



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/5/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-142, Authorizing Award of Bid to Sharpe & Preszler Construction Co. Inc. for the Meadows Drive South Water Service Replacement Project

Department/Office
Public Works

Ordinance/Resolution Number:
2024-142

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-142, authorizing the City Manager to sign and execute a construction contract with Sharpe & Preszler Construction Co. Inc., in the amount of \$521,155.56 for the Meadow Drive South Water Service Replacement project, and to execute change orders in an aggregate amount not to exceed \$52,115.55 as needed to fulfill the Project's intent.

Summary:

The 2023-2028 Capital Improvement Plan (CIP) includes a program entitled Water Distribution System Repairs and Replacements. The program is designed to invest in water system infrastructure to extend the system's useful life. The Meadow Drive South Water Service Replacement project (the "Project") was developed in support of this program. City staff completed all development and design work necessary to advance the Project to construction.

Bids were solicited in accordance with the City's purchasing policies, with three (3) bids received and opened on October 15, 2024. Sharpe & Preszler Construction Co. Inc. submitted the lowest bid of the three (3) received. The program budget is sufficient to fully fund the Project.

Completion of the Project is in the City's best interest as it implements a prudent investment in sustainable utility service.

Staff recommends adoption of Resolution No. 2024-142.

Fiscal Impact:

The 2024 Capital Improvement Plan (CIP) has approved available capacity of approximately \$981,000 in the Water Capital Fund for the Distribution Repair and Replacement program. This budget allows for the full funding of the proposed Meadow Drive South Water Replacement project, which is estimated at \$573,275 including construction, contingency and construction management.

Attachments:

1. Resolution No. 2024-142
2. Bid Tab - Meadow Drive South Water Service Replacement - ITB#24-0004

RESOLUTION NO. 2024-142

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AWARD OF BID TO SHARPE & PRESZLER
CONSTRUCTION COMPANY, INC. FOR THE MEADOWS DRIVE
SOUTH WATER SERVICE REPLACEMENT PROJECT.**

WHEREAS, the 2023-2028 Capital Improvement Plan (CIP) includes a program entitled Water Distribution System Repairs and Replacements (the “Program”); and

WHEREAS, the Program is designed to invest in water system infrastructure to extend the system’s useful life; and

WHEREAS, the Meadows Drive South Water Service Replacement Project (the “Project”) was developed to implement this Program; and

WHEREAS, all project development and design work necessary to advance the Project to construction is complete; and

WHEREAS, bids were solicited in accordance with the City’s purchasing policies, with three (3) bids received and opened on October 15, 2024; and

WHEREAS, Sharpe & Preszler Construction Company, Inc. submitted the lowest responsible bid of the three (3) bids received; and

WHEREAS, sufficient funds are available to complete the Project; and

WHEREAS, the City’s best interests are served by completing the Project in accordance with the CIP, project design and lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a construction contract with Sharpe & Preszler Construction Company, Inc. in the amount of \$521,155.56 for the Meadows Drive South Water Service Replacement Project, and to execute change orders in an aggregate amount not to exceed \$52,115.55 as needed to fulfill the Project’s intent.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of November, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Adopted 11/05/2024

Resolution No. 2024-142

City of Richland

DATE BIDS OPENED: OCTOBER 15, 2024	ITB # 24-0004
MEADOW DRIVE SOUTH WATER SERVICE REPLACEMENT	

ENGINEER'S ESTIMATE		SHARPE & PRESZLER CONSTRUCTION CO, INC KENNEWICK, WA		ELLISON EARTHWORKS, LLC RICHLAND, WA	
Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price

Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE A - BASE BID									
A1	Mobilization	1.00	LS	\$50,000.00	50,000.00	24,700.00	24,700.00	52,109.14	52,109.14
A2	SPCC Plan	1.00	LS	1,000.00	1,000.00	150.00	150.00	903.65	903.65
A3	Roadway Surveying	0.00	LS	-	-	-	-	-	-
A4	Project Temporary Traffic Control	1.00	LS	25,000.00	25,000.00	7,600.00	7,600.00	12,438.51	12,438.51
A5	Removal of Structures & Obstructions	1.00	LS	30,000.00	30,000.00	28,250.00	28,250.00	32,447.18	32,447.18
A6	Site Restoration	1.00	LS	25,000.00	25,000.00	37,400.00	37,400.00	40,805.50	40,805.50
A7	Erosion Control & Water Pollution Prevention	1.00	LS	5,000.00	5,000.00	1,000.00	1,000.00	903.65	903.65
A8	Cement Concrete Traffic Curb & Gutter	410.00	LF	35.00	14,350.00	45.90	18,819.00	57.66	23,640.60
A9	Cement Concrete Sidewalk (4" Concrete)	212.00	SY	75.00	15,900.00	79.30	16,811.60	188.45	39,951.40
A10	Asphalt Patching (2" HMA, 8" CSTC)	1,147.00	SY	75.00	86,025.00	47.70	54,711.90	63.93	73,327.71
A11	Trench Safety	1,750.00	LF	5.00	8,750.00	0.50	875.00	2.11	3,692.50
A12	Imported Pipe Zone Bedding	1,750.00	LF	5.00	8,750.00	1.00	1,750.00	1.47	2,572.50
A13	Imported Pipe Trench Backfill	1,750.00	LF	5.00	8,750.00	10.00	17,500.00	7.97	13,947.50
A14	Utility Crossings Marked & Unmarked	135.00	EA	350.00	47,250.00	95.00	12,825.00	370.76	50,052.60
A15	Pipe Repair Band	82.00	EA	1,000.00	82,000.00	950.00	77,900.00	1,013.14	83,077.48
A16	1" Street Service Assembly (8" Main)	69.00	EA	750.00	51,750.00	670.00	46,230.00	691.12	47,687.28
A17	1" House Service Assembly	78.00	EA	500.00	39,000.00	110.00	8,580.00	114.01	8,892.78
A18	1" Water Service Line (Pex Pipe)	1,750.00	LF	40.00	70,000.00	27.70	48,475.00	37.25	65,187.50
A19	1" House Service Line (Pex Pipe)	455.00	LF	40.00	18,200.00	25.00	11,375.00	31.94	14,532.70
A20	1" Water Meter Assembly	78.00	EA	850.00	66,300.00	940.00	73,320.00	1,080.50	84,279.00
A21	2" Street Service Assembly (8" Main)	9.00	EA	1,000.00	9,000.00	1,510.00	13,590.00	1,428.64	12,857.76
A22	Remove Existing Water Meter Box	79.00	EA	250.00	19,750.00	70.00	5,530.00	79.70	6,296.30
A23	Irrigation Reconnection Assembly	23.00	EA	750.00	17,250.00	150.00	3,450.00	546.18	12,562.14
A24	Record Drawings	1.00	EA	500.00	500.00	500.00	500.00	903.65	903.65
A25	2" Water Service Line (Pex Pipe)	576.00	LF	60.00	34,560.00	41.60	23,961.60	53.15	30,614.40
SCHEDULE A - BASE BID SUBTOTAL					\$734,085.00		\$535,304.10		\$713,683.43
8.7% SALES TAX					63,865.40		46,571.46		62,090.46
SCHEDULE A - BASE BID TOTAL					\$797,950.40		\$581,875.56		\$775,773.89
SCHEDULE B - ADDITIVE BID									
B1	Cement Concrete Traffic Curb & Gutter	40.00	LF	\$35.00	1,400.00	57.00	2,280.00	79.84	3,193.60
SCHEDULE B - ADDITIVE BID SUBTOTAL					\$1,400.00		\$2,280.00		\$3,193.60
NO SALES TAX					-		-		-
SCHEDULE B - ADDITIVE BID TOTAL					\$1,400.00		\$2,280.00		\$3,193.60
SCHEDULE A - BASE BID					\$797,950.40		\$581,875.56		\$775,773.89
SCHEDULE B - ADDITIVE BID					1,400.00		2,280.00		3,193.60
GRAND TOTAL					\$799,350.40		\$584,155.56		\$778,967.49

City of Richland

DATE BIDS OPENED: OCTOBER 15,2024		ITB # 24-0004
MEADOW DRIVE SOUTH WATER SERVICE REPLACEMENT		
ALLSTAR CONSTRUCTION GROUP, INC RICHLAND, WA		

Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE A - BASE BID									
A1	Mobilization	1.00	LS	8,764.00	8,764.00		-		-
A2	SPCC Plan	1.00	LS	4,083.00	4,083.00		-		-
A3	Roadway Surveying	0.00	LS	-	-		-		-
A4	Project Temporary Traffic Control	1.00	LS	22,008.00	22,008.00		-		-
A5	Removal of Structures & Obstructions	1.00	LS	23,206.00	23,206.00		-		-
A6	Site Restoration	1.00	LS	30,627.00	30,627.00		-		-
A7	Erosion Control & Water Pollution Prevention	1.00	LS	6,462.00	6,462.00		-		-
A8	Cement Concrete Traffic Curb & Gutter	410.00	LF	66.56	27,289.60		-		-
A9	Cement Concrete Sidewalk (4" Concrete)	212.00	SY	278.26	58,991.12		-		-
A10	Asphalt Patching (2" HMA, 8" CSTC)	1,147.00	SY	141.22	161,979.34		-		-
A11	Trench Safety	1,750.00	LF	1.94	3,395.00		-		-
A12	Imported Pipe Zone Bedding	1,750.00	LF	6.76	11,830.00		-		-
A13	Imported Pipe Trench Backfill	1,750.00	LF	24.72	43,260.00		-		-
A14	Utility Crossings Marked & Unmarked	135.00	EA	340.42	45,956.70		-		-
A15	Pipe Repair Band	82.00	EA	687.04	56,337.28		-		-
A16	1" Street Service Assembly (8" Main)	69.00	EA	812.06	56,032.14		-		-
A17	1" House Service Assembly	78.00	EA	338.61	26,411.58		-		-
A18	1" Water Service Line (Pex Pipe)	1,750.00	LF	35.48	62,090.00		-		-
A19	1" House Service Line (Pex Pipe)	455.00	LF	36.24	16,489.20		-		-
A20	1" Water Meter Assembly	78.00	EA	1,007.19	78,560.82		-		-
A21	2" Street Service Assembly (8" Main)	9.00	EA	1,417.85	12,760.65		-		-
A22	Remove Existing Water Meter Box	79.00	EA	88.07	6,957.53		-		-
A23	Irrigation Reconnection Assembly	23.00	EA	428.48	9,855.04		-		-
A24	Record Drawings	1.00	EA	7,792.00	7,792.00		-		-
A25	2" Water Service Line (Pex Pipe)	576.00	LF	40.69	23,437.44		-		-
SCHEDULE A - BASE BID SUBTOTAL					\$804,575.44				
8.7% SALES TAX					69,998.06		-		-
SCHEDULE A - BASE BID TOTAL					\$874,573.50				
SCHEDULE B - ADDITIVE BID									
B1	Cement Concrete Traffic Curb & Gutter	40.00	LF	75.59	3,023.60		-		-
SCHEDULE B - ADDITIVE BID SUBTOTAL					\$3,023.60				
NO SALES TAX					-		-		-
SCHEDULE B - ADDITIVE BID TOTAL					\$3,023.60				
SCHEDULE A - BASE BID					\$874,573.50				
SCHEDULE B - ADDITIVE BID					3,023.60				
GRAND TOTAL					\$877,597.10				



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/5/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-143, Authorizing a Revocable Right-of-Way License Agreement with the Bonneville Power Administration

Department/Office
Public Works

Ordinance/Resolution Number:
2024-143

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-143, authorizing the City Manager to sign and execute a revocable right-of-way license agreement with Bonneville Power Administration to occupy the Stevens Drive and Woodbury Street right-of-way.

Summary:

The City owns and operates the public street right-of-way within city limits. The Bonneville Power Administration (BPA) owns and operates electric power transmission lines that provide service to the City. BPA is preparing for a project to upgrade power transmission lines and substations in the City as a component of their Tri-Cities Reinforcement Project. Portions of the public right-of-way are adjacent to easements or property owned by BPA.

BPA desires to occupy the airspace of the Stevens Drive and Woodbury Street right-of-way for a power line street crossing and a fall-zone area in case of power pole failure. The City has negotiated an agreement with BPA for a revocable and non-exclusive license to occupy and use the City's right-of-way. BPA is required to obtain a right-of-way construction permit in accordance with Chapter 12.08 RMC prior to performing work within the public right-of-way.

The City's best interests are served by entering into an agreement with BPA to enable improvements to infrastructure that benefits the City's power supply.

Staff recommends adoption of Resolution No. 2024-143.

Fiscal Impact: None.

Attachments:

1. Resolution No. 2024-143
2. Proposed Revocable Right-Of-Way License Agreement

RESOLUTION NO. 2024-143

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A REVOCABLE RIGHT-OF-WAY LICENSE
AGREEMENT WITH THE BONNEVILLE POWER
ADMINISTRATION.**

WHEREAS, the City owns and operates the public street right-of-way within city limits; and

WHEREAS, the Bonneville Power Administration (BPA) owns and operates electric power transmission lines that provide service to the City; and

WHEREAS, BPA is preparing for a project to upgrade power transmission lines and substations in the City; and

WHEREAS, portions of the public right-of-way are adjacent to easements or property owned by BPA and proposed for upgrades; and

WHEREAS, BPA desires to occupy the air space of the Stevens Drive and Woodbury Street right-of-way for a power line street crossing and power line blow-out in cases of high winds; and

WHEREAS, the City has negotiated an agreement with BPA for a revocable and non-exclusive license to occupy and use the City's right-of-way; and

WHEREAS, BPA is required to obtain a right-of-way construction permit in accordance with Chapter 12.08 RMC prior to performing work in the public right-of-way; and

WHEREAS, the City's best interests are served by entering into an agreement with BPA to enable improvements to infrastructure that benefit the City's power supply.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a revocable right-of-way license agreement with the Bonneville Power Administration to use the Stevens Drive and Woodbury Street right-of-way.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of November, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



REVOCABLE RIGHT-OF-WAY LICENSE AGREEMENT

Stevens Drive Substation and Environs

THIS REVOCABLE RIGHT OF WAY LICENSE AGREEMENT (“Agreement”) is made and entered into at Richland, Washington this ____ day of _____, 2024 (the “Effective Date”) by and between the **CITY OF RICHLAND**, a Washington municipal corporation located at 625 Swift Boulevard, Richland, WA 99352 (“**City**”), and UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION, (“**Licensee**”).

I. RECITALS

WHEREAS, City owns and operates the public right-of-way within City limits; and

WHEREAS, Licensee owns and operates electric power transmission lines that provide service to the City; and

WHEREAS, portions of the public right-of-way, to wit: *See Exhibit A*, attached hereto and incorporated herein by this reference (the “Premises”), are adjacent to easements or property owned by Licensee; and

WHEREAS, Licensee desires to utilize the air space of the Premises for a street crossing and power line blow-out in cases of high winds; and

WHEREAS, City has agreed to grant to Licensee a revocable and non-exclusive license to occupy and use the City’s property in accordance with, and subject to, the terms conditions and limitations of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, it is agreed by and between the City and Licensee as follows:

II. AGREEMENT

1. Grant of Revocable License. City hereby grants to Licensee a revocable and non-exclusive privilege and permission (“License”) to enter upon City’s property identified on the attached **Exhibit A**; subject, however, to the terms, conditions and limitations of this Agreement and the Richland Municipal Code. Licensee’s use of the Premises at all times hereunder shall be subordinate to any specific needs of City. The License herein granted shall be subject to all existing utility easements and City improvements, if any, located on, over or under the

Premises.

2. Term. This Agreement and the License granted to Licensee hereunder shall commence as of the Effective Date of this Agreement and shall automatically renew annually, unless otherwise terminated as provided in Section 16, below.
3. Consideration. Licensee's application for a Right-of-Way Construction permit in accordance with Chapter 12.08.020 RMC constitutes the consideration in support of this Agreement.
4. No Interest in Land. Licensee understands, acknowledges and agrees that this Agreement does not create an interest or estate in Licensee's favor in the Premises. The City retains legal possession of the Premises and this Agreement merely grants to the Licensee the privilege to enter upon the City's property throughout the term of this Agreement. Notwithstanding the expenditure of time, money or labor by the Licensee on any improvements which Licensee may install with written permission of the City, this Agreement shall in no event be construed to create an assignment coupled with an interest in favor of the Licensee. Licensee shall expend any time, money or labor at Licensee's own risk and peril.
5. Limited Scope of License. The License granted to the Licensee is limited in scope to the following permitted use or uses: power line blow-out area and street crossing. Licensee shall not have the right to expand the License or Licensee's use of the Premises or to alter or change the Licensee's use of the City's Property without the express authorization of the City, which may be given in City's sole discretion.
 - a. ***Right-of-Way Construction Permit Required***. Licensee shall apply for a Right-of-Way Construction permit in accordance with Chapter 12.08 RMC prior to performing work within the Premises and public right-of-way. Under no circumstances, except as necessary to cure an emergency condition or power failure, shall work be performed prior to the City's approval of the permit. Failure to perform as required herein constitutes a material breach of this License Agreement.
 - b. ***No Interference***. Licensee shall not interfere with City's operations and activities, including maintaining City streets as a navigable right-of-way. Delays due to permitted construction activities shall not be considered interference.
6. Use of Licensed Premises by Others. Licensee may permit Licensee's employees, business invitees, contractors, subcontractors, agents and others to use the portion of the Premises for which this Agreement has been executed.
7. Surrender of Property. Licensee agrees that upon termination of this Agreement, Licensee will quit and surrender the property to the City in as good a state and condition as when received by Licensee or as improved thereafter. Ownership of all improvements shall vest in the City.
8. Right to Inspect Property. Representatives of the City shall have the right to enter upon and inspect the property at any time during the term of this Agreement.

9. Status of Licensee. Licensee and the City understand and expressly agree that Licensee is a licensee as to the property and an independent contractor with regard to any and all activities conducted or performed pursuant to this Agreement. No officer, employee, volunteer, and/or agent of Licensee shall act on behalf of or represent him or herself as an agent or representative of the City. No officer, employee, volunteer, and/or agent of Licensee shall make any statement in the name of or on behalf of the City. Licensee assumes the entire responsibility for all activities conducted or performed by Licensee and any of Licensee's officers, employees, volunteers, and/or agents pursuant to this Agreement. Licensee and Licensee's officers, employees, volunteers, agents and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Licensee and the City.
10. Compliance with Law. Licensee shall conduct all activities under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.
11. Debts and Liens. Licensee shall not permit/allow any lien to attach to the property as a result of Licensee's activities conducted under this Agreement. Licensee shall not permit or allow any debt to be imposed on the City as a result of Licensee's activities conducted under this Agreement. In the event of any such lien and/or debt, Licensee shall, at Licensee's sole expense, immediately take all necessary steps to have the City legally released from said lien and/or debt.
12. Limitation of Damages. Under no circumstance shall City be liable for damages stemming from City's determination, for any reason whatsoever, to temporarily or permanently close any property owned by City, including but not limited to any property owned by City that is adjacent to or otherwise impacts the use of the Premises.
13. Liability. Licensee is a federal agency within the U.S. Department of Energy. As such, any claim for personal injury or property damage alleged to have been caused by the negligence of Licensee's employees (but not that of Licensee's contractors or their employees) must be made in accordance with the Federal Tort Claims Act, 28 U.S.C. ch. 171. ("FTCA"). Licensee requires its contractors to carry liability and workers' compensation insurance. Copies of those policies may be obtained from Licensee's Contracting Officer for the project. The provisions of the Federal Tort Claims Act are found in Title 28 of the United States Code. 28 U.S.C. §§ 1346(b), 1402(b), 2401(b), and ch. 171.
14. Liability Insurance. Licensee is a federal agency within the United States Department of Energy. As such, it is self-insured. As a federal agency, the Federal Employee's Compensation Act, administered by the Department of Labor, Office of Workers' Compensation Program (OWCP), covers BPA's workers' compensation liability.
15. Termination of Agreement. This Agreement and the License herein granted to Licensee is fully terminable in accordance with the following terms and conditions:

- a. Termination of Agreement With or Without Cause. Either party may terminate this Agreement without liability for breach, with or without cause, by giving the other party ninety (90) days' advance written notice of termination provided per Section 19, below. The notice provision established by Section 19 shall conclusively be deemed to be reasonable.
- b. Immediate Termination of Agreement. In the event that City determines that Licensee is in violation of this Agreement, City may terminate this Agreement without liability for breach with no advance notice to Licensee. The City shall allow Licensee a reasonable amount of time to vacate the Premises.
16. No Compensation to Licensee. In the event of termination of this Agreement for any reason, Licensee shall not be entitled to receive compensation for any improvements made to City's property or any services performed by Licensee or agent(s) of Licensee.
17. Survival. Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.
18. Notification. Whenever either party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or express United States mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

City of Richland
Public Works Director
625 Swift Blvd.
Richland, WA 99352
Email: cdalessandro@ci.richland.wa.us

Bonneville Power Administration
Attention: Realty TERR-3
905 NE 11th Ave
Portland, OR 97232

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

19. Severability. If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
20. Assignment. This Agreement, or any interest herein, or claim hereunder, is not assignable or transferable.
21. Waiver of Breach. A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either

party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition or right.

22. Construction of Agreement; Governing Law; Attorney's Fees. Each Party has had a full and complete opportunity to review this Agreement, and has been given the opportunity to have counsel review it. Accordingly, the Parties agree that the common law principles of construing ambiguities against the drafter shall have no application to this Agreement. The Parties agree that, should legal action be necessary to enforce any of the provisions of this Agreement, the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in action. The laws of the State of Washington shall control the interpretation of this Agreement, and the venue of any suit regarding this Agreement shall be in a federal court of competent jurisdiction.
23. Integration. This written document and Licensee's application constitute the entire agreement between the City and Licensee and supersede any and all previous written and/or oral agreements between the parties on this subject. There are no other oral or written agreements between the parties as to the matters covered herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties. In the event of a conflict between this Agreement and the Richland Municipal Code, the Richland Municipal Code shall control.
24. Recitals. The recitals set forth above are hereby incorporated into this Revocable License Agreement by reference.

[Signatures to follow]

SO AGREED AND ACCEPTED by witness of the signatures appearing below.

CITY OF RICHLAND

BONNEVILLE POWER ADMINISTRATION

By: Jon Amundson
Its: City Manager

By:
Its:

ATTEST:

Jennifer Rogers, City Clerk

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

DRAFT

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **Jon Amundson, Richland City Manager**, known to me to be the same person whose name is subscribed to the foregoing **Revocable Right-of-Way License Agreement**, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act on behalf of the City of Richland for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2024.

Notary Public
Residing at: _____
My commission expires _____

STATE OF OREGON) ss.
COUNTY OF MULTNOMAH)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____ of the **Bonneville Power Administration**, known to me to be the same person whose name is subscribed to the foregoing **Revocable Right-of-Way License Agreement**, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act on behalf of the Bonneville Power Administration for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2024.

Notary Public
Residing at: _____
My commission expires _____

EXHIBIT A
PREMISES SUBJECT TO REVOCABLE RIGHT-OF-WAY LICENSE

DRAFT

Stevens Drive Crossing

B-R-12-X-A

The Bonneville Power Administration (BPA) Benton-Richland Transmission line, crossing over a City of Richland road (Stevens Drive), at BPA survey station 132+90.9, located in the SW1/4NW1/4 of Section 2 and the SE1/4NE1/4 of Section 3, Township 9 North, Range 28 East, of the Willamette Meridian, Benton County, Washington, as shown on BPA Form 1041A for B-R-12-X-A, dated April 10, 2024, attached hereto, and made a part hereof.

DRAFT

Stevens Drive Crossing

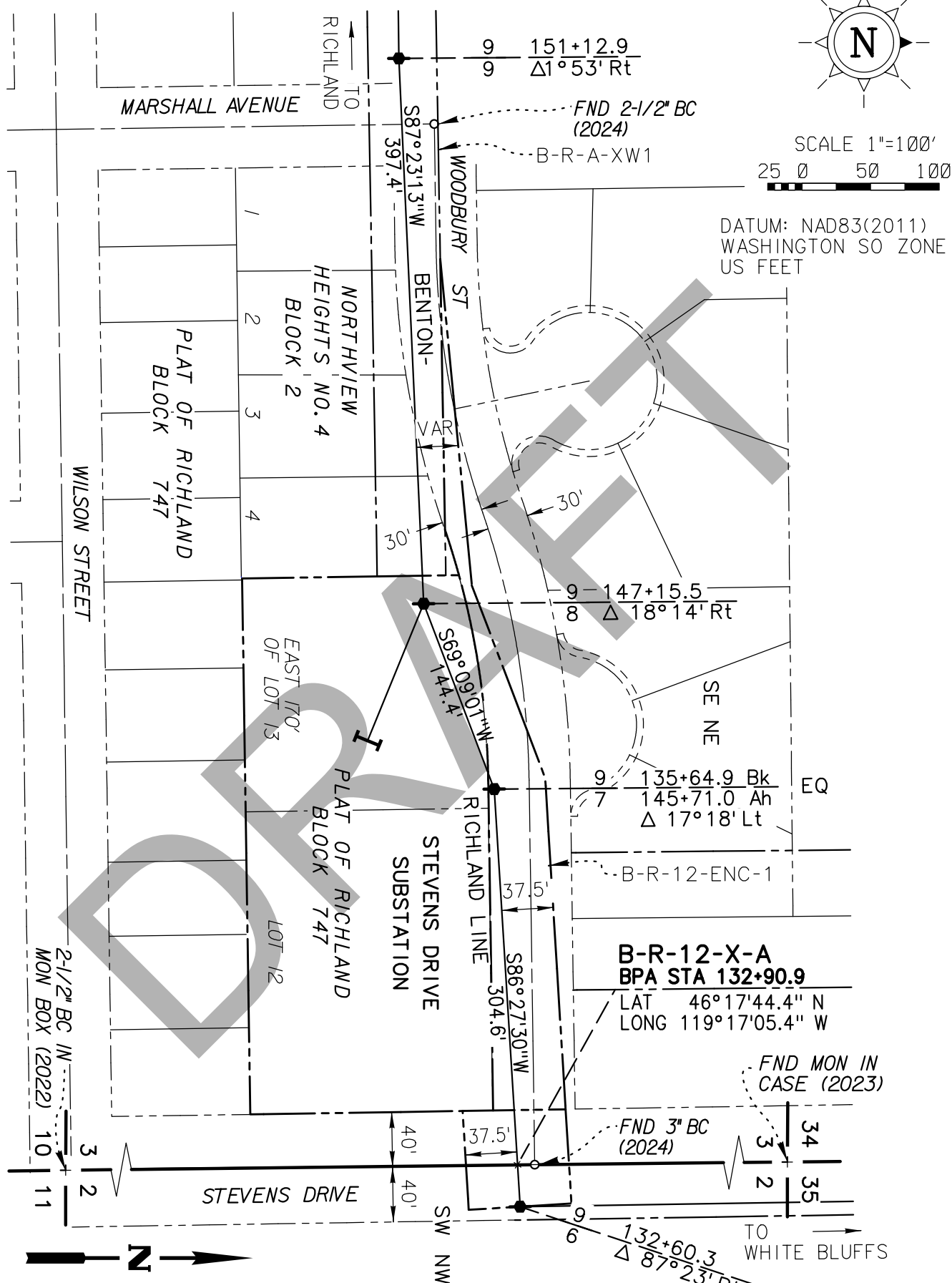
(REFERENCE DRAWING)

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
TRANSMISSION LINE CROSSING DATA

B-R-12-X-A

NAME OF BPA LINE BENTON-RICHLAND						VOLTAGE 115KV	R/W WIDTH 75'
SUBDIVISION SW/4NW/4, SE/4NE/4	SEC(S) 2, 3	TOWNSHIP 9N	RANGE 28E	MERIDIAN WM	COUNTY BENTON	STATE WASHINGTON	DATE 4-10-2024

CROSSING DESCRIPTION: CENTERLINE OF CITY OF RICHLAND ROAD (STEVENS DRIVE)



NOTE: 35.5 FT @ MAX OPERATING
TEMPERATURE 0-0-212°F (100°C)

SURVEYOR IN CHARGE _____ JIM BRIGGS

BPA STATION	FOREIGN STATION	MINIMUM CLEARANCE / BPA OVER	BPA STATION	FOREIGN STATION	MINIMUM CLEARANCE / BPA OVER
132+90.9		SEE NOTE / CITY RD			/
		/			/

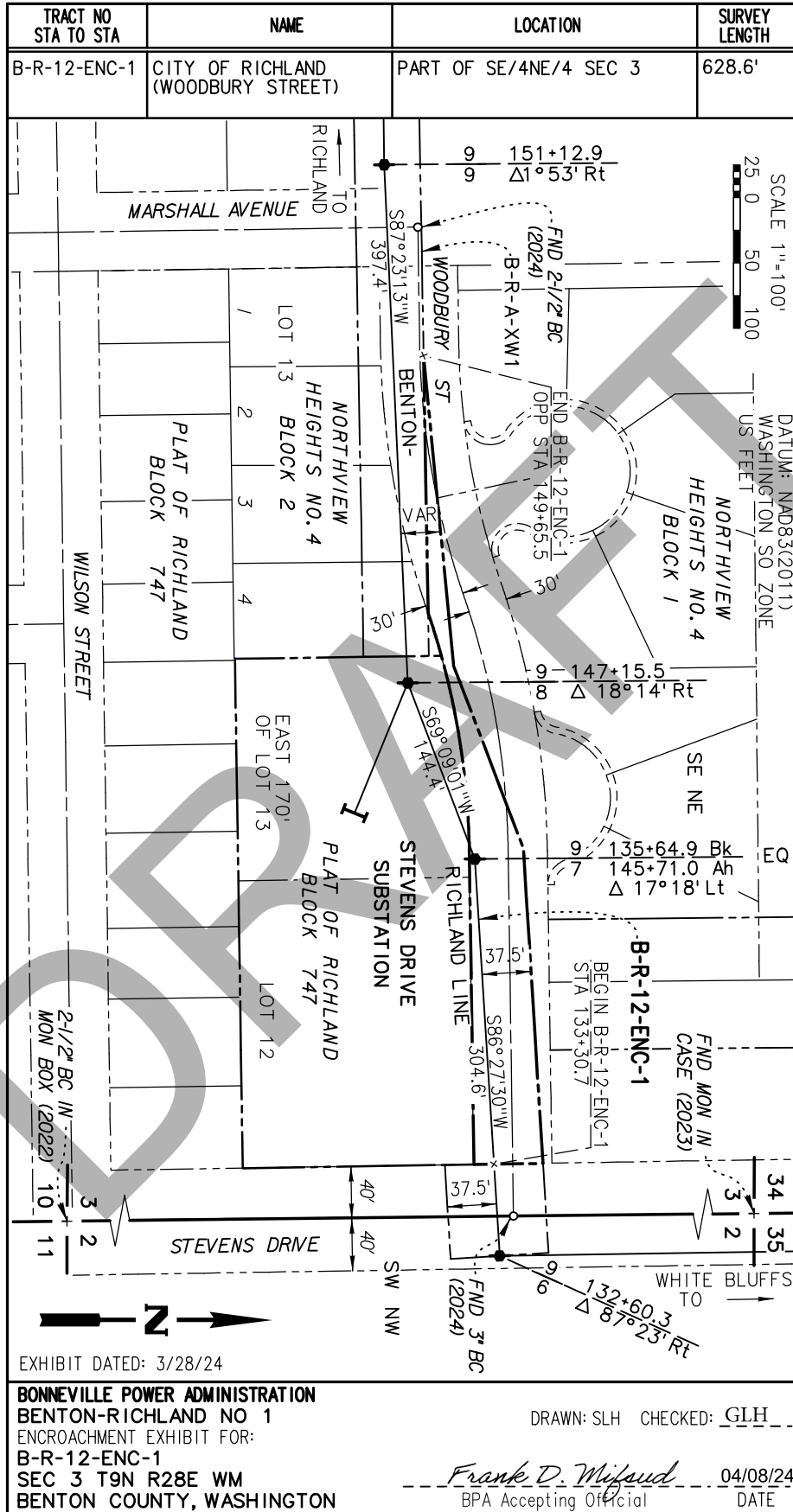
TYPE OF CONDUCTOR ACSR TW TOUTLE			MWT 2400 LBS PER PHASE 1/2" ICE & 8 PSF WIND 0°F		
ONE (1) CONDUCTOR/PHASE 3 PHASES/CIRCUIT	NO. OF CIRCUITS 2	☐ DC ☒ AC	3 PHASE 60 CYCLES PER SECOND	STRUCTURES W/LINE GUYS NONE	
TMD5 FILE NAME: B-R-12-X-A.DGN				DESIGN BMCD/	CHECKED BY SLH GLH

Woodbury Crossing

B-R-12-ENC-1

An overhead electrical transmission line and right-of-way for the Bonneville Power Administration (BPA) Benton-Richland Transmission line, where it encroaches into that portion of Woodbury Street right-of-way that is under the jurisdiction of the City of Richland, between BPA survey station 133+30.7, at the point of intersection with the westerly right-of-way of Stevens Drive, and BPA opposite survey station 149+65.5, in a portion of the SE1/4NE1/4 of Section 3, Township 9 North, Range 28 East, of the Willamette Meridian, Benton County, Washington, as shown on BPA Encroachment Exhibit for B-R-12-ENC-1, dated March 28, 2024, attached hereto, and made a part hereof.

Woodbury Crossing





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/5/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-144, Authorizing Amendment No. 1 to the Local Agency Haul Road/Detour Agreement with the Washington State Department of Transportation

Department/Office
Public Works

Ordinance/Resolution Number:
2024-144

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-144, authorizing the City Manager to sign and execute Amendment No. 1 to Contract No. 128-24 with the Washington State Department of Transportation.

Summary:

On March 9, 2024, Richland City Council adopted Resolution No. 2024-40 authorizing a local agency haul road/detour agreement with the Washington State Department of Transportation (WSDOT) to allow detouring traffic from SR-240 onto city streets, specifically Stevens Drive, Battelle Boulevard and Kingsgate Way, during an SR-240 improvements project between Hagen Road and Stevens Drive. The Agreement specifies that the detour is for weekday nighttime and occasional weekend closures of SR-240.

Unfortunately, WSDOT's project completion is delayed until October 31, 2025, which requires the parties to modify the time period during which WSDOT may detour traffic onto city streets. All other terms of the Agreement remain in effect.

This amendment is necessary to facilitate WSDOT's successful completion of the project and improve the highway and street system that City residents and visitors use.

Staff recommends adoption of Resolution No. 2024-144.

Fiscal Impact: None.

Attachments:

1. Resolution No. 2024-144
2. Proposed Amendment No. 1 to Contract No. 128-24

RESOLUTION NO. 2024-144

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AMENDMENT NO. 1 TO THE LOCAL AGENCY
HAUL ROAD/ DETOUR AGREEMENT WITH THE WASHINGTON
STATE DEPARTMENT OF TRANSPORTATION.**

WHEREAS, on March 9, 2024, Richland City Council adopted Resolution No. 2024-40, authorizing a Local Agency Haul Road/Detour Agreement with the Washington State Department of Transportation (WSDOT) (*see* Richland Contract No. 128-24); and

WHEREAS, the planned completion date of WSDOT's project on SR-240 between Hagen Road and Stevens Drive is delayed to October 31, 2025, thereby requiring modification to the timeframe during which it may detour onto city streets; and

WHEREAS, the City of Richland will perform a pavement preservation project in 2025 that is in proximity to WSDOT's project, thereby requiring additional contract terms to address coordination of road closures; and

WHEREAS, all other terms of the agreement remain in effect; and

WHEREAS, the City's best interests are served by facilitating WSDOT's successful project completion and improving the highway and street system used by Richland residents and visitors.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute Amendment No. 1 to the Local Agency Haul Road/Detour Agreement with the Washington State Department of Transportation.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of November, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**HR5-0206
Amendment No. 1**

This Amendment No. 1 is entered into between the Washington State Department of Transportation, hereinafter called the “WSDOT,” and the City of Richland; hereinafter referred to as the “City”, collectively as “Parties” individually as the “Party”.

Recitals

WHEREAS, the Parties entered into Agreement HR5-0206 (Agreement) on April 1, 2024, and

WHEREAS, the Parties desire to amend the end date of the Agreement and to add language requiring coordination with the City related to their pavement preservation work in the vicinity of WSDOT’s project, and

NOW, THEREFORE, by virtue of RCW 47.01.210 the above recitals that are incorporated herein as if fully set forth below and in consideration of terms, conditions, covenants, and performances contained herein, and

IT IS MUTUALLY AGREED AS FOLLOWS:

1. The end date of the Agreement shall be modified to October 31, 2025.
2. Exhibit A is hereby amended to include the following language, “The City will be performing construction work and road closures in proximity to the detour route. WSDOT, or its contractor, will coordinate the road closures that detour traffic onto City streets with the City’s representative.”

All other terms and conditions of the Agreement shall remain in full force and effect except as modified by this Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 as of the Party’s date last signed below.

CITY OF RICHLAND	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By:	By:
Printed:	Printed: W. Brian White, P.E.
Title:	Title: South Central Region Administrator
Date:	Date:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/5/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 3 - Focused Development

Subject:

Resolution No. 2024-145, Authorizing a Memorandum of Understanding with the Benton Conservation District for Shrubsteppe Mitigation

Department/Office
Development Services

Ordinance/Resolution Number:
2024-145

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-145, approving a Memorandum of Understanding with the Benton Conservation District regarding shrubsteppe mitigation.

Summary:

Due to the lack of developable land in Richland, many development projects now occur on previously undisturbed land that includes areas identified as fish and wildlife habitat conservation areas (large areas of sagebrush and other native plants, commonly referred to as shrubsteppe). Pursuant to RCW 36.70A.030(5), critical areas, such as fish and wildlife habitat conservation areas, must be designated, and their functions and values must be protected using the best available scientific information.

The Growth Management Act (Ch. 36.70A RCW) requires that mitigation sequencing be applied to all projects impacting a critical area. Mitigation sequencing requires that the applicant demonstrates the following steps: 1) avoiding the impact altogether by not taking a certain action or parts of an action; 2) minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts; 3) rectifying the impact by repairing, rehabilitating, or restoring the affected environment; 4) reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; 5) compensating for the impact by replacing, enhancing, or providing substitute resources or environments; 6) monitoring the impact and taking appropriate corrective measures.

In accordance with state law, mitigation sequencing must be applied first before determining whether compensatory mitigation is appropriate. Compensatory mitigation is used to offset the unavoidable impacts on critical areas by replacing the functions and values lost when a critical area is impacted. Examples of compensatory mitigation include mitigation ratios, debit-credit tools, mitigation banks, in-lieu fee programs, and off-site mitigation.

In cooperation with the Benton Conservation District, the City of Richland has drafted a Memorandum of Understanding (MOU) outlining a method in which compensatory mitigation may occur once all other forms of mitigation sequencing have been exhausted. The goal is to allow developers to make a fee-in-lieu payment to the Benton Conservation District to be used by the District for various habitat restoration projects, conservation easement purchases, land purchases, or other appropriate activities that will benefit the shrubsteppe environment.

Staff recommends approval of Resolution No. 2024-145.

Fiscal Impact: None.

Attachments:

1. Resolution No. 2024-145
2. Benton Conservation District MOU

RESOLUTION NO. 2024-145

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE BENTON CONSERVATION DISTRICT REGARDING THE ESTABLISHMENT OF A FEE IN LIEU PROGRAM FOR FISH AND WILDLIFE HABITAT CONSERVATION AREA (SHRUBSTEPPE) MITIGATION.

WHEREAS, the purpose of this Memorandum of Understanding is to clarify partner responsibilities for the management and implementation of Fish and Wildlife Habitat Conservation Area Impact Mitigation Funds for projects located in the City of Richland that will adversely impact Fish and Wildlife Habitat Conservation Areas, including Shrubsteppe Priority Habitat located within Benton County, Washington (*see* Ch. 22.97 RCW); and

WHEREAS, the City is the lead agency for enforcement of Critical Areas impacts and SEPA compliance related to development in the City of Richland; and

WHEREAS, the City has developed a mitigation option and strategy for the demonstration of compliance with Chapter 22.10 RMC, Critical Areas, to be executed prior to SEPA and/or other necessary permitting and subsequent to a critical areas report performed by a qualified critical areas professional with technical assistance received from the Washington Department of Fish and Wildlife (WDFW); and

WHEREAS, Richland and the Benton Conservation District mutually developed this mitigation agreement to provide full mitigation for shrubsteppe impacts; and

WHEREAS, the Benton Conservation District is a legal subdivision of state government mandated by Ch. 89.09 RCW to develop and administer voluntary, non-regulatory programs for the wise use and conservation of natural resources in Benton County; and

WHEREAS, the Benton Conservation District has expertise and is uniquely qualified to perform habitat restoration and/or conservation programs; and

WHEREAS, on occasion, various development projects will permanently convert lands designated by the City as a Fish and Wildlife Habitat Conservation Area and designated by WDFW as Shrubsteppe Priority Habitat; and

WHEREAS, the ability to avoid and/or mitigate impacts on-site shall be determined and addressed in the critical areas report prior to receiving WDFW's recommendation as to what mitigation type and ratio is appropriate for the loss of Shrubsteppe Priority Habitat; and

WHEREAS, Chapter 22.10 RMC requires mitigation for impacts to functions and values of critical areas and to compensate for instances when the required Washington State mitigation sequencing of avoiding, minimizing, rectifying, and reducing cannot occur on a project site; and

WHEREAS, the City has determined that on-site, in-kind mitigation of Shrubsteppe Priority Habitat is not an option for every project site located in the City, and that in lieu, monetary payment to the Benton Conservation District at the time that the affecting development is approved provides acceptable mitigation; and

WHEREAS, upon mitigation determined by the City, payment shall be made by the developer to the Benton Conservation District specifically to fund shrubsteppe mitigation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Memorandum of Understanding with the Benton Conservation District authorizing the establishment of a fee in lieu program for Fish and Wildlife Habitat Conservation Area (shrubsteppe) mitigation.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of November, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Memorandum of Understanding
Between
THE CITY OF RICHLAND AND THE BENTON CONSERVATION DISTRICT
Re: Fish and Wildlife Habitat Conservation Mitigation Funds

THIS Memorandum of Understanding (MOU) is entered into this _____ day of _____, 2024 (the "Effective Date"), by and between the City of Richland, a Washington municipal corporation, (hereafter "Richland" or "City"), and the Benton Conservation District, a political subdivision of the state of Washington (hereafter "District"). Richland and the District are also herein referred to individually as a "Party" and collectively as "the Parties."

This MOU represents good faith voluntary commitments that are being made by the Parties in the spirit of cooperation. The Parties are motivated by their belief that these commitments will mutually benefit the residents and landowners within the Benton Conservation District and the City of Richland.

The purpose of this MOU is to clarify partner responsibilities pertaining to the management and implementation of Fish and Wildlife Habitat Conservation Area Impact Mitigation Funds for projects located within the City of Richland that will adversely impact Fish and Wildlife Habitat Conservation Areas (RCW 22.97) including Shrubsteppe Priority Habitat located within Benton County, Washington. This MOU will facilitate an impact fee program to address such impacts. Funding is intended to sustain a program administered by the District to acquire qualifying off-site land or easements, and/or to restore off-site degraded habitat.

I. RECITALS

WHEREAS, the development of certain properties within the City of Richland may permanently adversely impact areas identified as Washington State Fish and Wildlife Habitat Conservation Areas (RCW 22.97) including Shrubsteppe Priority Habitat; and

WHEREAS, Chapter 22.10 RMC requires mitigation for impacts to functions and values of critical areas to compensate for instances when the required Washington State mitigation sequencing of avoiding, minimizing, rectifying, and reducing cannot occur on a project site; and

WHEREAS, off-site habitat protection through restoration or acquisition of conservation easements or real property are adequate mitigation measures; and

WHEREAS, this MOU is consistent with Chapter 22.10 RMC and will facilitate implementation of mitigation measures for unavoidable impact to Fish and Wildlife Habitat Conservation Areas including Shrubsteppe Priority Habitat; and

WHEREAS, project proponents are required to mitigate all impacts that degrade the functions and values of Fish and Wildlife Habitat Conservation Areas; and

WHEREAS, the City will endeavor to ensure that proper mitigation obligations are identified and imposed following submittal and review of a critical area study, mitigation plan, and SEPA checklist prior to issuing a development permit.

NOW, THEREFORE, in consideration of the foregoing recitals, the Parties hereby do mutually agree as follows:

II. Terms of Understanding

1. The City is the permit authority and will process permit applications for projects that may permanently impact areas identified as Washington State Fish and Wildlife Habitat Conservation Areas including Shrubsteppe Priority Habitat and will notify the District when applicable projects are assessed a fee.
2. The District is a local authority that oversees offsite mitigation for projects that may permanently impact areas identified as Washington State Fish and Wildlife Habitat Conservation Areas including Shrubsteppe Priority Habitat.
3. The District's activities relative to this MOU are funded by payment by applicants into a program called Fish and Wildlife Habitat Conservation Area Impact Mitigation (FWHCAIM) and the District shall designate revenue as such.
4. Payment is to be made by project applicants to the District based on fees established in this MOU.
5. The City will issue permits for projects subject to the FWHCAIM program after the District provides proof of payment to the City.
6. The per acre mitigation value is \$3,500.00.
7. The term of this MOU is for a period of fifteen (15) years and all District mitigation projects shall be complete within the term.
8. The Parties agree that any qualified conservation entity, including but not limited to the Columbia Basin Audubon Society, Tapteal Greenway Association, Washington Native Plant Society, or additional organization with similar missions to improve fish and wildlife habitat, or private business are eligible subcontractors to the District to perform habitat restoration projects. The District shall determine in its sole discretion which entities qualify to serve as subcontractors to perform mitigation work.
9. The District will solicit habitat restoration proposals from subcontractors and review proposals with the Washington Department of Fish and Wildlife to determine eligibility for the FWHCAIM program. Proposals will include a scope of work, project budget and project timeline.
10. Project selection criteria:
 - Any mitigation project shall feature permanent shrubsteppe habitat mitigation and a strong preference must be placed on mitigation projects that either acquire qualifying Shrubsteppe Priority Habitat in fee title or those that purchase permanent conservation easements with protective deed restrictions on shrubsteppe habitat suitable for restoration and that such lands be managed in perpetuity for this purpose.
 - Selection of projects, and acquisition of fee title or conservation easements shall be dependent upon the availability of such projects or lands from willing landowners, and shall be considered in the following order of priority:

- a. In Kind, In Place: Acquisition of shrubsteppe habitat, or permanent conservation easements of shrubsteppe habitat within Benton County that are adjacent to existing functional units of qualifying Priority Habitat in a protected status, or provide for functional ecological connectivity or wildlife movement between such habitats; or
 - b. In Kind, Out of Place: Acquisition of shrubsteppe habitat or permanent conservation easements of shrubsteppe habitat within Franklin, Yakima, Walla Walla, or Grant Counties that are adjacent to existing functional units of qualifying Priority Habitat in a protected status, or provide for functional ecological connectivity or wildlife movement between such habitats if suitable lands cannot be found within Benton County within a reasonable timeline; or
 - c. Out of Kind, In Place: Acquisition of fee title or permanent conservation easements for other Washington Department of Fish and Wildlife Priority Habitat designations within Benton County if suitable shrubsteppe habitat for mitigation cannot be found within Benton, Yakima, or Franklin Counties; or alternately, funds may be used for restoration or fire protection of shrubsteppe habitat in permanent protective status within Benton County.
 - d. Out of Kind, Out of Place: Acquisition of fee title or permanent conservation easements for other Washington Department of Fish and Wildlife Priority Habitat designations within Benton, Franklin, Grant, Yakima, or Walla Walla Counties if suitable shrubsteppe habitat for mitigation cannot be found within Benton, Franklin, Grant, Yakima, or Walla Walla Counties; or alternately, funds may be used for restoration or fire protection of shrubsteppe habitat in permanent protective status within those counties.
11. Administrative costs in support of this MOU may be charged by the District to the FWHCAIM program not exceeding 15% of the total fund balance.
 12. The District shall provide an annual written report to the City describing how the mitigation payments have been utilized.
 13. This agreement shall be governed by the laws of the State of Washington. Venue shall be in Benton County Superior Court. The parties agree to comply with all laws, ordinances, codes and regulations, as currently exist or as hereafter placed into effect, promulgated by any federal, state, or local governmental agency relating to their respective obligations and responsibilities under this agreement.
 14. Notices. Any notices required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

For the City:

Mike Stevens, Planning Manager
625 Swift Blvd. MS-35

For the District:

Mark Nielson
418 N. Kellogg St., Suite B

Richland, WA 99352
509-942-7596
mstevens@ci.richland.wa.us

Kennewick, WA 99336
509-736-6000
mark-nielson@franklincd.org

15. Records. The parties shall maintain all records relating to this agreement in accordance with state mandated retention periods (minimum of six (6) years), except as required longer by law. The District agrees to provide authorized City representatives reasonable access to all books, documents, papers and records of the District which are directly related to the agreement for the purpose of making any audit, examination, copies, excerpts and transcripts.
16. Successors and Assigns. All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.
17. No Third Party Beneficiary. This agreement is not intended and shall not be deemed or construed to convey any rights, powers or privileges on any person, firm, partnership, corporation or another entity not a signing party hereto, except as may be expressly provided herein to the contrary.
18. Severability. If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.
19. Termination. Either party may terminate this agreement upon thirty (30) days written notice to the other party. In the event of termination of this agreement, the district shall transfer all unspent funds to the City.
20. Amendments. Provisions of the agreement, in whole or in part, may be waived, changed, modified or amended only by written agreement executed by both parties. Either party may propose changes, modifications and/or amendments for consideration.
21. Dispute Resolution. If a dispute arises between the parties that cannot be resolved by good faith negotiation between the parties, the parties agree to participate in alternative dispute resolution, such as mediation, to resolve the disagreement before filing an action in Superior Court. Each party shall be responsible for 1/2 (one-half) of the dispute resolution/mediation fees and its own legal fees. If the parties are unable to resolve the dispute within thirty (30) days of the first meeting/conference, either party may proceed with any remedy available to it pursuant to law.
22. Entire Agreement. This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.
23. Authority to Execute. Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this Agreement on behalf of the

entity or party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.

24. Counterpart Originals. Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the date first written above.

CITY OF RICHLAND

Jon Amundson, City Manager

Attest:

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

BENTON CONSERVATION DISTRICT

Mark Nielson, District Manager

Attest:

Jack Clark, Conservation Board Chairman



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/5/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 2 - Financial Sustainability

Subject:

Resolution No. 2024-146, Awarding Commercial Facade Improvement Grant Funds to Joe & Mon Enterprises, LLC for 702 George Washington Way

Department/Office
Development Services

Ordinance/Resolution Number:
2024-146

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-2024-146, authorizing the City Manager to sign and execute an agreement with Joe & Mon Enterprises, LLC for a Commercial Facade Improvement Program grant for improvements to 702 George Washington Way in the amount of \$8,846.45.

Summary:

Joseph Seet, owner of 702 George Washington Way and Joe & Mon Enterprises, LLC, applied for Commercial Facade Improvement Program (CFIP) funds to update the exterior along the George Washington Way frontage of 702 George Washington Way in the Downtown Business Improvement District.

The building is known as the "Amon Building" and is one of the few pre-Hanford original Richland buildings retained by the United States as part of the Manhattan Project. The applicant proposes replacing the broken and boarded-up windows and a temporary exterior door with double-pane energy-efficient windows, similar to the recent Thrive Dance replacement across George Washington Way. In addition to improving energy efficiency, the new windows will update the exterior appearance and replace the plywood currently covering the main window. The facade of this building is primarily block construction with historic elements that the applicant plans to renovate in the future. The original date of construction for the building is unknown.

The applicant is working on interior improvements in preparation for opening a new Asian fusion restaurant and is requesting assistance from the CFIP program to replace the windows and doors damaged by a car that ran into the building.

Council adopted the Commercial Facade Improvement Program on July 15, 2008, via Ordinance No. 15-08, and amended the evaluation criteria on August 1, 2017, via Resolution No. 136-17. The proposed work will be visible from the public right-of-way and is eligible for reimbursement per the adopted evaluation criteria.

The Economic Development Committee is forwarding a favorable recommendation to City Council. Staff also recommends adoption of Resolution No. 2024-146.

Fiscal Impact:

Based on eligible project costs, the Commercial Facade Improvement Program grant will provide up to \$8,846.45 in matching funds for this project. If approved, the program will have a remaining balance of \$25,479.51 for additional projects.

Attachments:

1. Resolution No. 2024-146
2. CFIP2024-105 Application Packet
3. Vicinity Map - 702 George Washington Way

RESOLUTION NO. 2024-146

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AWARDING COMMERCIAL FAÇADE IMPROVEMENT PROGRAM
FUNDS TO JOE AND MON ENTERPRISES, LLC FOR 702 GEORGE
WASHINGTON WAY.**

WHEREAS, improving the exterior of buildings in the City of Richland enhances the overall appearance and economic character of the City; and

WHEREAS, Ordinance No. 15-08, as amended, established the Commercial Façade Improvement Program (CFIP) intended to encourage economic development and the reduction of blight within the City; and

WHEREAS, the Economic Development Committee (EDC) reviews and recommends to the Richland City Council projects for funding from the CFIP; and

WHEREAS, at its October 21, 2024 meeting, the EDC favorably recommended an allocation of \$8,846.45 in CFIP funds to Joe & Mon Enterprises, LLC to reimburse eligible expenses associated with improving the façade of 702 George Washington Way consistent with RMC 5.04.388 and as further described in the CFIP application.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Commercial Façade Improvement Program funding agreement with Joe & Mon Enterprises, LLC in the amount of \$8,846.45.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of November, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



Commercial Façade Improvement Program

Application

Applicant Name	Joseph Seet	Applicant Title	Owner
Applicant Phone	2065126302	Applicant Email	seet.bms@gmail.com
Applicant Mailing Address	1226 N Morain Loop, Apt. A, Kennewick WA 99336		
Applicant Relationship to Business	Owner		
Business Name	Joe & Amon Enterprises, LLC	Business Phone	2065126302
Age of Building	50+ years	UBI Number	605537162
Project Physical Address	702 George Washington Way, Richland WA 99352		
Project Cost	\$ \$17,692.90	Amount Requested	\$ \$8,846.45
Amount of funding requested may not exceed 50% of project cost, and the maximum grant reimbursement is \$20,000.00 per enclosed unit (see graphic within guidelines and procedures document).			
Is the property owner different than the business owner? ☐ Yes ☒ No (If yes, complete section in yellow below)			
Owner Name		Property Manager	
Owner Phone		Owner Email	
Owner Mailing Address			
Have you obtained permission to complete this project from the property owner? ☒ Yes ☐ No			
1) Have you used this program before? ☐ Yes ☒ No (If yes, complete section 1a)			
1a) For what purpose or project did you use this program in the past? Please indicate the year utilized, and the funding amount you received. Attach one photo of the completed project to this application.			
2) Provide a brief description of the proposed improvements and note how you believe they will enhance the area surrounding your business. Attach a photo, rendering, or sketch of the proposed improvement to this application. Attach additional pages as necessary.			
1. Replace existing storefront window with upgraded energy efficient tempered glass windows. The old aluminum clad wood frame and trim to be replaced with updated brushed bronze finish metal frames consistent with adjacent business aesthetics. 2. Replace existing solid faced wood storefront door with energy efficient metal framed glass door. The door frame and trim will be consistent with adjacent business aesthetics.			
3) Will the project require any permits? ☒ Yes ☐ No (If yes, complete section 3a)			
3a) Please indicate which permits you may need to obtain.			
☒ City of Richland Building Permits		☐ City of Richland Right-of-Way Permits	
☐ City of Richland Sewer/Water Permits		☐ Washington State Liquor Licensing	
4) Have you consulted with Richland Development Services? ☒ Yes ☐ No			
4a) If yes, which building division official did you speak with? If no, please email building@ci.richland.wa.us to set a consultation appointment.			

Lynne Follett, Economic Development Specialist

5) Can the project be completed within 12 months? Please explain.

Yes, Materials are readily available with 4- 6 weeks lead time and labor ready to execute.

Revenue (Attach additional pages as necessary)

Source	Amount
Owner	\$ \$8,846.45
Insurance	\$ TBD
	\$
	\$
	\$
	\$
Total	\$ \$8,846.45

Expenses (Attach additional pages as necessary)

Source	Amount
Tricities Glass - Door Upgrade	\$ \$4,975.00
Tricities Glass - Storefront Glass	\$ \$12,717.90
	\$
	\$
	\$
	\$
Total	\$ \$17,692.90

You may use additional pages if necessary to complete the application. Please attach any additional information about the project or your organization that you believe is relevant to this application.

Application Requirements

Please check the box beside each item to note that you have met that requirement.

☒	Requirements for Submittal
☒	The business applicant has a current Richland Business License
☒	The applicant has available funds to complete the project before requesting reimbursement from the City
☒	The project complies with Richland Municipal Code and all applicable building and life safety codes
☒	The project improvements are clearly visible to the general public
☒	The reimbursement request is no more than 50% of total project cost
☒	The project requests reimbursement of no more than \$20,000 per enclosed unit in this application
☒	The project is well designed, and the applicant provided a sketch or rendering of the proposal
☒	The project is permanent and long lasting
☒	The applicant provided two (2) estimates for the project

Application Review Criteria

In order to encourage applicants to incorporate multiple improvements into a given project, it is recommended that all projects submitted attempt to ***fulfill some or all of the criteria listed below***. It is not required that a project fulfill each criterion, but projects that fulfill multiple criteria will be looked upon more favorably. The Economic Development Committee reserves the right to reject or table applications for further review if they do not meet the criteria described.



CRITERIA CONSIDERED

Physical



The project enhances the building and surrounding neighborhood



The project enhances existing historical or architectural features



The project is designed in consistency with the surrounding area



The project enhances the immediate common area shared by two or more businesses



The project is decorative and/or artfully designed in compatibility with its surrounding area



The project improvements replace existing aging or decaying exterior appurtenances

Programmatic Goals



The project clusters two or more on-site improvements



It is the first application awarded at the project site



The improvements are in an area identified as a priority funding area



The project narrative describes the project's positive economic impact on the business

Relationship Building



The project encourages favorable aesthetics in a shopping strip or center with adjacent retail/commercial vacancies



The project is performed in tandem with another demonstrated economic development effort in the immediate area, or is made by two or more adjacent businesses

By signing below, you are affirming that you:

- Have read the **Commercial Facade Improvement Program Guidelines and Procedures** document
- Are aware of the limitations of this program
- Certify that requested funds will only be used for purposes as described in this application and/or as approved by the City of Richland
- You understand that use of funds is subject to audit by the State of Washington
- Will submit, if approved for award, a detailed project schedule and updated budget within 30 days of receipt of a fully executed contract

eSigned via SeamlessDocs.com

JOSEPH SEET

Signature

JOSEPH SEET

Printed Name

09-18-2024

Date

Application Submittal

Applications completed digitally:

- Applications that were completed digitally may be saved and sent via email to info@richlandbusiness.com
- Save your application with a different file name than the original
- Attach any accompanying documentation as a separate attachment, saved as a PDF or JPG

Applications completed handwritten:

- Applications that are handwritten may be sent via email, dropped off, or mailed
- If sent via email, please legibly scan your document as a PDF
- If dropped off, bring to 625 Swift Blvd. in Richland: Attn: Mandy Wallner
- If mailed, mail to:

Richland BEDO
Attn: Mandy Wallner, Economic Development
625 Swift Boulevard, MS-18
Richland, WA 99352



Tri-City Glass Inc

304 E Columbia Dr
Kennewick, WA 99336

Schedule Of Values

Date	Estimate #
9/12/2024	133815

Phone # 509-586-0454

Bill To

Joe Seet
702 George Washington Way
Richland, WA 99352-4211

Jobsite

Store Front Door

Rep	Phone	Send Method	Email Address	Contact Name
Paul	206-512-6302	Email	seet.bms@gmail.com	Joe Seet

Description	Value	Total
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Furnish and Install:

Kawneer Door and Storefront at 55 1/4" x 96" with 2" x 4 1/2" VG Framing.
Door to be 3' x 7' Door opening, 350 Medium Stile (3 1/2") Door with 10"
ADA Bottom Rail all in #14 Class 1 Clear Anodized Finish.
Sidelite to be full length too door Height with 8" Transom with Solar Ban 70
Glazing. Closer, Push Pull and MS standard lock.

133815 George Washington Way Store Front Door

Procure Aluminum Frames Storefront Door	2,420.00	2,420.00
Procure Exterior Glazing	1,000.00	1,000.00
TCG Shop Fabrication of Frames	300.00	300.00
Install Aluminum Framed Entrances & Storefronts	500.00	500.00
Misc Material, Fasteners, Caulking 795	300.00	300.00
Install Exterior Glazing	455.00	455.00
		4,975.00

Sales Tax (8.7%)	\$0.00
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Total	\$4,975.00
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Tri-City Glass Inc

304 E Columbia Dr
Kennewick, WA 99336
509-586-0454

Estimate

Date	Estimate #
9/4/2024	133778

Bill To

Joe Seet
702 George Washington Way
Richland, WA 99352-4211

Jobsite

Claim#24207922

Rep	Phone	Send Method	Email Address	Contact Name
Paul	206-512-6302	Email	seet.bms@gmail.com	Joe Seet

Qty	Description	Rate	Total
-----	-------------	------	-------

1	Car drove thru window, needs glass and frame (storefront) replacement	11,700.00	11,700.00T
---	---	-----------	------------

Remove damaged storefront Furnish & Install New Storefront Replacement

Kawneer 451 Clear Anodized 17 / Aluminum Framing / 1" OA Clear SolarBan 70
Low E Glazing (Exterior) / Tempered Glazing Where Required By Code

Storefront Opening OA Frame 199" x 77"

133778 Storefront Replacement Claim 24207922

Claim#24207922

Sales Tax (8.7%)	\$1,017.90
------------------	------------

Total	\$12,717.90
--------------	--------------------

*Valid For 30 Days. Customers Without An Account Require 50% Down Payment Prior To Start.

*Customer Is Responsible For Obtaining Permits, Unless Otherwise Noted.

*Reseller Permits, If Applicable, Must Be Provided When Accepting Estimate, Otherwise Tax Will Be Added.

Project Name: 702 George Washington Way

9/5/2024 11:29 AM

Frame Set Name: Frame Set 1

Frame Name: Frame 1

Panels: 3

Rows: 1

Metal Group: TCG_M451T CG/SS/OG STOPS UP VGHP Sill D/S: 1

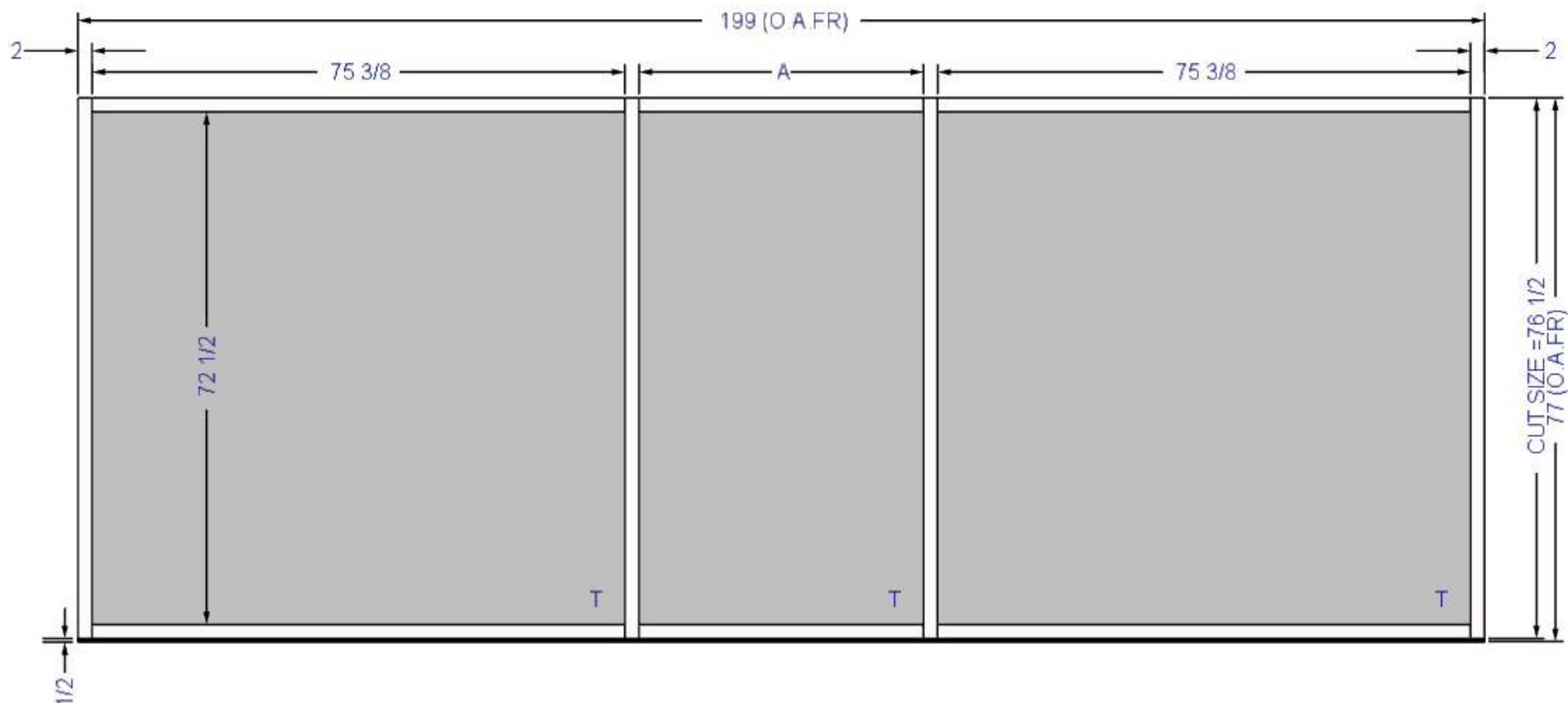
Frame Type: Standard

Frame Width: 199

Frame Height: 77

Required: 1 Back Member Color: #14 CLEAR : PERMANODIC

Face Member Color: #14 CLEAR : PERMANODIC



A=40 1/4

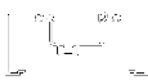
Project Name: 702 George Washington Way
Parts Image:



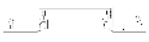
9/5/2024 11:29 AM



451CG004



451TCG001



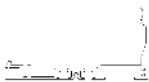
451TCG002



451TCG003



451TCG026



451TVG037

Door Groups:

Glass List:

Glass Type	Width X Height	Panel	Row	QTY
1 SB70XL TE	41 X 73 1/4	2	1	1
1 SB70XL TE	76 1/8 X 73 1/4	1	1	1
1 SB70XL TE	76 1/8 X 73 1/4	3	1	1



WINDOW & DOOR SPECIALISTS

1238 COLUMBIA PARK TRAIL
RICHLAND, WA 99352
(509) 586-1177
CORPORATE OFFICE

904 N. 4TH AVE.
WALLA WALLA, WA 99362
(509) 529-5110
State Cont. License: PERFEI*241Q2

Quote

Quote No	Quote Date
11061	8/21/2024

Salesperson
JEFF GLINES

Customer	Work to be Performed at
----------	-------------------------

PENDING QUOTES

JOE SEET (206) 512-6302
SEET.BMS@GMAIL.COM

702 GEORGE WASHINGTON WAY
702 GEORGE WASHINGTON WAY
RICHLAND, WA 99352
JOE SEET

Work Requested

Description	Amount
-------------	--------

STORE FRONT REPLACMENT:

14,200.00

451 Bronze Kawneer Store Front Punch Opening: (Shop Drawing Attached)

NET SIZE:

1) 196 1/4" X 75 1/2"

GLAZING:

1"OA, 1/4" SB60 X 1/4" Clear Tempered

EXCLUDES:

Film and Decals

(50% Down Payment)

(Payment Will Be Taken Before Work Is Performed)

Subtotal: 14,200.00
RICHLAND Sales Tax: 1,235.40

Quote Total: 15,435.40

PROPOSAL DETAILS

1. All proposals are good for 30 calendar days. After the 30 day period the provided proposal may need to be revised.
2. The customer is responsible for reviewing this proposal for accuracy to ensure all required aspects of the project are listed.
3. Perfection Glass will not be held responsible for material not listed on this proposal.
 - a. In the case in which material must be provided that is not listed in this proposal, a change order will be issued to the customer.
4. Perfection Glass will provide a one (1) year warranty on all workmanship.
5. Manufacturer's warranties vary depending on the manufacturer. Perfection Glass will honor warranties on material from manufacturers, but labor to replace manufacturers defects will be charged to the customer.
6. Expedited orders may require an additional fee, depending on material availability and production schedule.
7. All lead times given are estimates. Lead times are subject to change.



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Quote No	Quote Date
11061	8/21/2024

Salesperson
JEFF GLINES

Customer	Work to be Performed at
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PENDING QUOTES

JOE SEET (206) 512-6302
SEET.BMS@GMAIL.COM

702 GEORGE WASHINGTON WAY
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JOE SEET

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(Payment Will Be Taken Before Work Is Performed)

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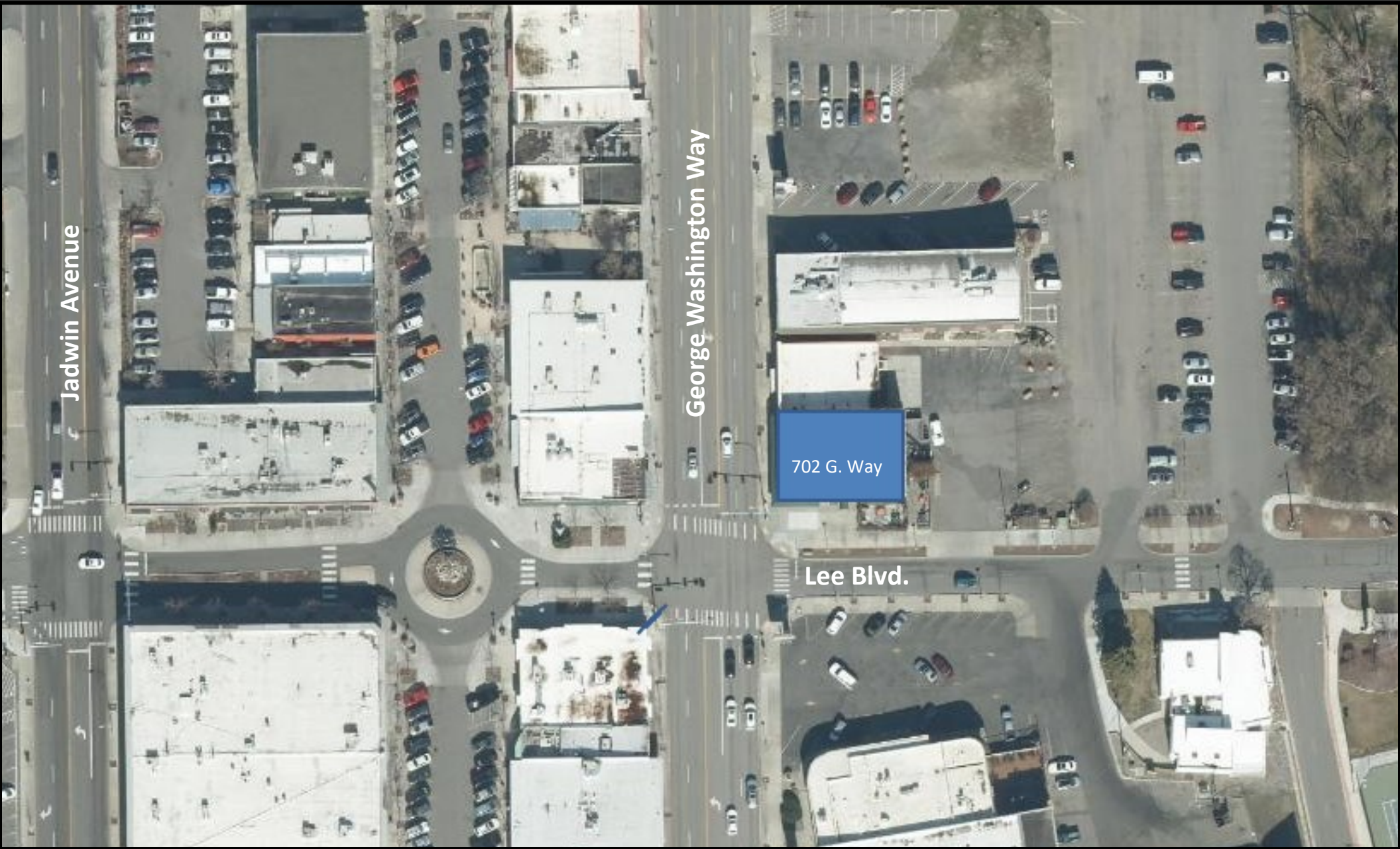
Quote Total: 15,435.40

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 - a. In the case in which material must be provided that is not listed in this proposal, a change order will be issued to the customer.
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6. Expedited orders may require an additional fee, depending on material availability and production schedule.
7. All lead times given are estimates. Lead times are subject to change.

VICINITY MAP

702 George Washington Way



Jadwin Avenue

George Washington Way

702 G. Way

Lee Blvd.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/5/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 3 - Focused Development

Subject:

Resolution No. 2024-147, Ratifying a Memorandum of Understanding with the Benton-Franklin Council of Governments for Climate Change Planning

Department/Office
Development Services

Ordinance/Resolution Number:
2024-147

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-147, ratifying a Memorandum of Understanding with the Benton-Franklin Council of Governments for climate change planning.

Summary:

In 2023, the Washington State Legislature passed HB 1181, which amended the Growth Management Act by adding a climate goal to the framework. The bill requires local jurisdictions to add a climate element to their comprehensive plans that includes resilience and greenhouse gas emissions mitigation sub-elements. These updates are required to be incorporated into Richland's Comprehensive Plan as part of the required periodic update, which is due June 2026.

Grant funding has been provided by the Washington State Department of Commerce for jurisdictions to complete this work. Since much of what needs to be addressed is regional in nature, Benton County and the cities of Richland, Kennewick, Pasco and West Richland intend to coordinate with the Benton-Franklin Council of Governments (BFCOG) to complete the comprehensive plan update elements now required by HB 1181.

Under the terms of the proposed Memorandum of Understanding, BFCOG will enter into a grant agreement with the Washington State Department of Commerce by which it will receive a portion of each local jurisdiction's allocated funding to complete this work. Each jurisdiction is estimated to contribute 21.18% of their total allocation of state grant funding, which for Richland amounts to \$148,235.29. BFCOG will participate in the planning process and assume responsibility for managing the contract and coordinating activities between the jurisdictions and the consultant.

Because BFCOG was required to be under contract with Commerce on or before October 31, 2024, it was necessary for the City to execute the MOU in advance of the next regularly scheduled Council meeting. Resolution No. 2024-147 will ratify the City Manager's execution of the Memorandum of Understanding with the Benton-Franklin Council of Governments for regional climate planning services.

Fiscal Impact: \$148,235.29 of grant funding allocated to the City of Richland from the Washington State Department of Commerce will be distributed to BFCOG to pay a hired consultant for the work to be completed.

Attachments:

1. Resolution No. 2024-147
2. Executed Climate MOU with Benton-Franklin Council of Governments

RESOLUTION NO. 2024-147

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
RATIFYING THE CITY'S EXECUTION OF A MEMORANDUM OF
UNDERSTANDING WITH THE BENTON-FRANKLIN COUNCIL
OF GOVERNMENTS FOR REGIONAL CLIMATE CHANGE
PLANNING.**

WHEREAS, HB 1181 introduced a new climate change and resiliency element in the Growth Management Act, Ch. 36.70A RCW, which requires jurisdictions to include sub-elements for greenhouse gas emissions reduction and resiliency in their updated Comprehensive Plans; and

WHEREAS, because climate and greenhouse gas emissions are not localized, but are regional in nature, Benton County and the cities of Richland, Kennewick, Pasco and West Richland are working together to formulate a plan to address the state requirements as a region; and

WHEREAS, the Benton-Franklin Council of Governments (BFCOG) has offered to serve as the lead agency for regional climate change planning using pooled grant funding made available by the Washington State Department of Commerce (Commerce); and

WHEREAS, Richland is eligible for \$700,000 in grant funding from Commerce's 2023-2025 Climate Planning Grant Program to plan for and implement climate-related updates; and

WHEREAS, Richland has agreed to provide BFCOG with up to \$148,235.29 in grant funding from the planning portion of its 2023-2025 Climate Planning Grant to help facilitate the regional planning effort as provided in BFCOG's Memorandum of Understanding; and

WHEREAS, BFCOG's Memorandum of Understanding was signed by the Richland City Manager on October 16, 2024 in order to meet BFCOG's deadline of October 31, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager's execution of a Memorandum of Understanding with the Benton-Franklin Council of Governments for regional climate change planning is hereby ratified.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of November, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



MEMORANDUM OF UNDERSTANDING

between and among
the BENTON-FRANKLIN COUNCIL OF GOVERNMENTS
and BENTON COUNTY, WASHINGTON,
and the CITY OF KENNEWICK, WASHINGTON,
and the CITY OF RICHLAND, WASHINGTON,
and the CITY OF PASCO, WASHINGTON,
and the CITY OF WEST RICHLAND, WASHINGTON
for

REGIONAL APPROACH TO CLIMATE CHANGE PLANNING

PARTICIPANTS

This Memorandum of Understanding is executed by the persons signing below, who warrant that they have the authority to execute this agreement on behalf of their respective Jurisdiction.

Participants in this agreement shall be whichever of the parties executes a signature page for it. If any party fails to execute a signature page of this agreement, such an action shall not affect this agreement as it pertains to the remaining parties.

City of Richland, Washington authorizes the execution of this Memorandum of Understanding.

Name: Jon Amundson Title: City Manager

Signature:  

Date: October 16, 2024

MEMORANDUM OF UNDERSTANDING

between and among
the BENTON-FRANKLIN COUNCIL OF GOVERNMENTS
and BENTON COUNTY, WASHINGTON,
and the CITY OF KENNEWICK, WASHINGTON,
and the CITY OF RICHLAND, WASHINGTON,
and the CITY OF PASCO, WASHINGTON,
and the CITY OF WEST RICHLAND, WASHINGTON
for
REGIONAL APPROACH TO CLIMATE CHANGE PLANNING

I.

This Memorandum of Understanding is made by, between, and among the Benton-Franklin Council of Governments, a regional planning agency known as a “conference” established in 1966 pursuant to Chapter 36.64.080 of the Revised Code of Washington and hereinafter referred to as the “Council,” Benton County, the City of Kennewick, the City of Richland, the City of Pasco, and the City of West Richland; the five jurisdictions hereinafter referred to together as “Jurisdictions,” and the six entities being collectively referred to as the “Parties.”

II.

Once signed by the Parties, this document will serve as an agreement outlining the cooperative effort by the Parties that will allow the Washington Department of Commerce (hereinafter “Commerce”) to provide the Council with \$600,000 in combined grant funding from the planning portion of the Jurisdictions’ Commerce 2023-2025 Climate Planning Grants (hereinafter “Grant”). The Council will use this funding on behalf of the Jurisdictions to develop a regional approach to the Growth Management Act’s (hereinafter “GMA”) climate change and resiliency element requirements related to the implementation of HB 1181. Each Jurisdiction will directly receive grant funds from Commerce for the implementation portion of the 2023-2025 Climate Planning Grant.

III.

The Council, as a regional planning agency, will serve as the lead for the planning portion of the Grant and is performing planning services as part of its mission per its designation as the Benton-Franklin Regional Transportation Planning Organization by the Washington State Department of Transportation (hereinafter “WSDOT”). The Jurisdictions have each been awarded funding from the Grant but determined it efficient to engage the Council to lead a regional approach to the GMA’s climate change and resiliency element requirements, rather than by individual jurisdiction. This effort is encouraged by Commerce as climate change will impact regions, not individual cities and counties.

IV.

The primary responsibilities of the regional approach to climate change planning include:

- Assistance with development of the new Climate Element in the Comprehensive Plans.

- Development of the Resilience Mitigation and Greenhouse Gas Emissions Mitigation sub-elements to improve climate preparedness, response, and recovery efforts while reducing vehicle miles traveled and emissions.
- Research and audit of existing plans for resilience gaps, opportunities, and barriers.
- Identification of a preferred pathway to develop new regional goals and policies.
- Development of future emissions projections.

The specific responsibilities to be performed under this agreement by the Council and the consultant contracted under this agreement are defined in the attached Grant Scope of Work (Appendix 1). All activities must be completed by December 31, 2025.

V.

The Jurisdictions request that Commerce redirect up to 21.18% of their respective Grant awards to the Council to solicit and execute a consulting contract to perform the planning activities defined in the Grant Scope of Work (Appendix 1). Commerce will contract with the Council and provide up to \$720,000 in combined grant funding to the Council as outlined below from each Jurisdiction's Grant award:

- Benton County authorizes Commerce to provide funding in an amount not exceeding \$169,414.76, payable from its share of climate planning funds.
- The City of Kennewick authorizes Commerce to provide funding in an amount not exceeding \$148,235.29, payable from its share of climate planning funds.
- The City of Richland authorizes Commerce to provide funding in an amount not exceeding \$148,235.29, payable from its share of climate planning funds.
- The City of Pasco authorizes Commerce to provide funding in an amount not exceeding \$148,235.29, payable from its share of climate planning funds.
- The City of West Richland authorizes Commerce to provide funding not exceeding \$105,882.35, payable from its share of climate planning funds.

VI.

The Parties agree that the grant funds received will be administered in a manner consistent with federal and state laws.

VII.

The designated contact for the purposes of administration of this Memorandum of Agreement shall be:

Council of Governments:

Michelle Holt
Executive Director
587 Stevens Drive
Richland, WA 99352

Benton County:

Michelle Mercer
Planning Manager
102206 Wiser Pkwy
Kennewick, WA 99338

City of Kennewick:

Anthony Muai
Community Planning
Director
210 W 6th Ave
Kennewick, WA 99336

City of Richland:
Mike Stevens
Planning Manager
625 Swift Blvd
Richland, WA 99352

City of Pasco:
Jacob Gonzalez
Community and Economic
Development Director
525 N 3rd Ave
Pasco, WA 99301

City of West Richland:
Eric Mendenhall
Community and Economic
Development Director
3100 Belmont Blvd
West Richland, WA 99353

VIII.

This Memorandum of Understanding may be modified only by written amendment by all Parties.

IX.

It is not the intention of this Memorandum of Understanding to create a separate legal entity for the purposes of proceeding with the Project and no real or personal property will be acquired by the Council under this agreement.

X.

This Memorandum of Understanding shall become effective when signed by all Parties and shall terminate on December 31, 2025, and posted on the Council's website. Any of the Parties may withdraw from this Agreement before the term date by notifying the other Parties in writing to be effective thirty (30) days from such notice unless otherwise agreed upon. All funds allocated or committed under the Memorandum of Understanding through the date of Notice shall be irrevocable.

XI.

This Memorandum of Understanding may be executed by the parties in counterparts. Receipt of the executed signature pages having the same effect as if all parties had signed the same document.

ADOPTION

This Memorandum of Understanding is adopted by the Benton-Franklin Council of Governments Board of Directors at their Meeting on September 20, 2024.



Vicki Gordon, BFCOG Board Chair

Benton County, Washington authorizes the execution of this Memorandum of Understanding.

Name: _____ Title: _____

Signature: _____

Date: _____

The City of Kennewick, Washington authorizes the execution of this Memorandum of Understanding.

Name: _____ Title: _____

Signature: _____

Date: _____

The City of Pasco, Washington authorizes the execution of this Memorandum of Understanding.

Name: _____ Title: _____

Signature: _____

Date: _____

The City of Richland, Washington authorizes the execution of this Memorandum of Understanding.

Name: _____ Title: _____

Signature: _____

Date: _____

The City of West Richland, Washington authorizes the execution of this Memorandum of Understanding.

Name: _____ Title: _____

Signature: _____

Date: _____

APPENDIX I

REGIONAL APPROACH TO CLIMATE CHANGE PLANNING SCOPE OF WORK

Responsibilities

The Council will facilitate a regional approach to climate change planning in coordination with the Jurisdictions, as described in the MOU's body.

The jurisdictions seek to hire a consultant team to assist with this effort by collaborating on data collection and analysis, developing and implementing a regional public engagement strategy, providing additional support for jurisdiction-specific public engagement, and giving policy recommendations and implementation measures for greenhouse gas emissions reduction and climate resiliency for each jurisdiction.

The Council commits to the following:

- Facilitate the administrative efforts necessary to ensure completion of the Scope of Work Tasks on behalf of the jurisdictions (e.g., manage contracts and contractor(s), schedule meetings, coordinate all jurisdictions, meet deadlines, etc.).
- Procure and contract the services of a consultant(s) to execute the Scope of Work Tasks required to complete the Grant planning responsibilities on behalf of the Jurisdictions.

The Jurisdictions commit to the following:

- Timely responses to information requests to ensure deadlines are met.
- Participate in all necessary meetings throughout the planning portion of the Grant
- Serve on the “executive body,” providing direction to the Council and consultant(s) and act as the final decision-making authority throughout the life of this project.

Scope of Work Tasks

Task 1 | Develop and Execute a Public Engagement Plan

This task includes developing and implementing a regional public and tribal engagement strategy and establishing a “Regional Policy Review Committee” consisting of community stakeholders, developing a public survey, and holding eight regional public meetings that are consistent with the requirements of HB 1181 and the Department of Commerce Climate Element Planning Guidance.

- Establish Public Engagement Strategy and Tribal Engagement Strategy

- Establish a “Regional Policy Review Committee” of community stakeholders from various backgrounds, professions, and jurisdictions within the Tri-Cities.
- Develop a public survey regarding climate change and greenhouse gases.
- Hold eight (8) regional public meetings:
 - One in each of the four cities
 - First set of meetings at the beginning of the process to kick off the project and gather interest/input
 - Second set of meetings to present data/findings
- With the option for additional jurisdiction-specific subcommittee facilitation

Task 2 | Assisting Each Jurisdiction with the Development of the New Climate Element and the Climate Resilience Mitigation Sub-Element

This task includes assisting each jurisdiction in developing the New Climate Element and the Climate Resilience Mitigation Sub-Element to improve climate preparedness, response, and recovery efforts consistent with HB 1181 and the Department of Commerce Intermediate Planning Guidance. The consultant will also perform a risk and vulnerability assessment of the region based on the impacts of climate change, an audit of existing policies and plans, develop a tree canopy analysis, and draft Climate Elements and Mitigation Sub-Elements with regional goals and policies.

- Risk and Vulnerability Assessment
 - Assess sensitivity and adaptive capacity
 - Characterize vulnerability and risk
 - Identify climate impacts, hazards, and changes in climate
 - Pair assets and hazards and describe exposure and consequences
 - Develop strategies for resiliency to climate impacts and natural hazards
- Audit of Plans and Policies
 - Review existing plans for resilience gaps, opportunities, and barriers
 - Assess updates needed to existing transportation, land use, housing, capital facilities, and park elements
 - Develop goals, policies, and implementation plans to achieve reduction targets for GHG and VMT
 - Identify climate gaps and opportunities
 - Draft goals and policies to address climate resilience
 - Develop conservation and mitigation strategies
- Tree Canopy Analysis
 - Address water conservation while promoting tree canopy increase
 - Identify areas to preserve existing tree canopy, as well as opportunities for enhancement
- Draft Climate Elements and Mitigation Sub-Elements
 - Utilize existing Hazard Mitigation Plan to the extent possible
 - Develop new regional goals and policies

- Identify policy co-benefits
- Identify and recommend additional opportunities and implementation strategies

Task 3 | Development of a Greenhouse Gas Emissions Mitigation Sub-Element (Inventories and Projections)

This task includes developing a Greenhouse Gas Emissions Mitigation Sub-Element to reduce emissions and vehicle miles traveled, maintaining consistency with HB 1181 and the Greenhouse Gas Reduction Sub-Element Pathway 3 of the Department of Commerce Intermediate Planning Guidance. The consultant will take inventory of greenhouse gas emissions in the region and develop a management plan, set greenhouse gas reduction targets, create vehicle miles traveled study/evaluation, and develop future emissions projections (wedge analysis).

- Identify and inventory greenhouse gas emissions in the region.
 - Identify the most significant emitters.
- Develop a greenhouse gas management plan.
 - Set GHG reduction targets and policies¹
- Create a GHG emissions inventory and conduct a VMT study.
- Develop GHG reduction goals and policies based on emissions inventory modeling results.
- Develop per capita VMT/GHG reduction goals and policies.
- Integrate goals and policies² into each jurisdiction's comprehensive plan.
- Develop future emissions projections (wedge analysis).
- Multimodal transportation modeling partnership with Benton Franklin Council of Governments.
- Identify and recommend additional opportunities and implementation strategies.

¹ Using the Department of Ecology's framework.

² <https://deptofcommerce.app.box.com/s/hrzg8a4qzeiseb9g755lbzvvq0vv6zn>, page 44.

Budget

Below is an estimated budget for the Tri-Cities Regional Climate Change Approach broken down by work task. This budget is not to exceed \$600,000.

Task 1 | Develop and Execute a Public Engagement Plan

<i>Stakeholder and Public Engagement</i>	<i>\$90,000</i>
<i>Contingency</i>	<i>\$20,000</i>
<i>Total</i>	<i>\$110,000</i>

Task 2 | Assisting Each Jurisdiction with the Development of the New Climate Element and the Climate Resilience Mitigation Sub-Element

<i>Risk and Vulnerability Assessment</i>	<i>\$120,000</i>
<i>Audit of Plans and Policies</i>	<i>\$50,000</i>
<i>Tree Canopy Analysis</i>	<i>\$100,000</i>
<i>Draft Climate Elements and Mitigation Sub-Elements</i>	<i>\$55,000</i>
<i>Contingency</i>	<i>\$20,000</i>
<i>Total</i>	<i>\$345,000</i>

Task 3 | Development of a Greenhouse Gas Emissions Mitigation Sub-Element (Inventories and Projections)

<i>Greenhouse Gas Emissions Inventory</i>	<i>\$75,000</i>
<i>Greenhouse Gas Wedges Analysis for Future Projections</i>	<i>\$50,000</i>
<i>Contingency</i>	<i>\$20,000</i>
<i>Total</i>	<i>\$145,000</i>
<i>Grant Funding Total</i>	<i>\$600,000</i>



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/5/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution 2024-148, Authorizing an Interlocal Agreement for the 2024 Byrne Justice Assistance Grant

Department/Office
Police

Ordinance/Resolution Number:
2024-148

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-148, authorizing the City Manager to sign and execute an interlocal agreement with the City of Kennewick and the County of Benton for distribution of funds from the 2024 Byrne Justice Assistant Grant (JAG) Program.

Summary:

Benton County and the cities of Kennewick and Richland desire to enter into an Interlocal Agreement to receive 2024 Byrne Justice Assistance Grant (JAG) Program funds. The City of Kennewick has agreed to be the applicant and fiscal agent for the 2024 JAG Program funding. The total funding award to be allocated between Benton County and the cities of Kennewick and Richland is \$41,304, with the City of Richland's share at \$10,326. Funds received will be used to purchase mobile radios for the School Resource Officers (SROs).

Staff recommends adoption of Resolution No. 2024-148.

Fiscal Impact: New revenues in the amount of \$10,326 will be received by the City and used to purchase mobile radios for School Resource Officers.

Attachments:

1. Resolution No. 2024-148
2. 2024 JAG Interlocal Agreement

RESOLUTION NO. 2024-148

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN INTERLOCAL AGREEMENT WITH BENTON
COUNTY AND THE CITY OF KENNEWICK FOR THE 2024
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
(JAG) PROGRAM FUNDS.**

WHEREAS, the City of Kennewick is the applicant and fiscal agent of the regional 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds; and

WHEREAS, the total funding award is \$41,304, which will be allocated between Benton County and the cities of Kennewick and Richland; and

WHEREAS, Richland's share of the program funding is \$10,326 to purchase mobile radios for the school resource officers (SRO); and

WHEREAS, Benton County and the cities of Kennewick and Richland desire to enter into an interlocal agreement to allocate the distribution of funds from the City of Kennewick to the City of Richland and Benton County; and

WHEREAS, the best interests of the City and the public are served by entering into the proposed interlocal agreement for receipt of Byrne JAG Program funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with the City of Kennewick and the County of Benton for distribution of the 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of November, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

THE STATE OF WASHINGTON
COUNTY OF BENTON

KNOW ALL BY THESE PRESENT

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF KENNEWICK, WA;
THE CITY OF RICHLAND, WA;
AND
THE COUNTY OF BENTON, WA

2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 22nd of October, 2024 (hereinafter referred to as the Effective Date), by and between the County of Benton, acting by and through its governing body, the Benton County Commissioners (hereinafter referred to as COUNTY) and the City of Kennewick, acting by and through its governing body, the Kennewick City Council (hereinafter referred to as KENNEWICK), and the City of Richland, acting by and through its governing body, the Richland City Council (hereinafter referred to as RICHLAND), all three situated in Benton County, State of Washington, witnesseth:

WHEREAS, this Agreement is made under the authority of Revised Code of Washington (RCW) 39.34; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the total award to KENNEWICK, RICHLAND and COUNTY is forty-one thousand three hundred four dollars (\$41,304.00), which will be shared between KENNEWICK, RICHLAND, and COUNTY, as they are certified as disparate, therefore requiring one application and award to be shared between all three jurisdictions; and

WHEREAS, KENNEWICK, RICHLAND and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW, THEREFORE, KENNEWICK, RICHLAND and COUNTY agree as follows:

Section 1. The purpose of this Agreement is to identify KENNEWICK as the fiscal agent for this grant as only one jurisdiction can make application for the funds. KENNEWICK agrees to pay RICHLAND a total of ten thousand three hundred twenty-six dollars

(\$10,326) and COUNTY a total of six thousand one hundred ninety-six dollars (\$6,196) of JAG funds from the 2024 award.

Section 2. COUNTY agrees to use six thousand one hundred ninety-six dollars (\$6,196) for ballistic helmets and secure storage in marked patrol vehicles.

Section 3. RICHLAND agrees to use ten thousand three hundred twenty-six dollars (\$10,326) for radios for the High School Resource Officers.

Section 4. KENNEWICK agrees to use twenty-four thousand seven hundred eighty-two dollars (\$24,782) to subscribe to Genasys CONNECT for daily real-time, secure communication, collaboration and emergency preparation efforts.

Section 5. RICHLAND and COUNTY agree to submit timely quarterly reports to KENNEWICK, the grantee/fiscal agency, by the fifth calendar day at the end of each quarter (January 5, April 5, July 5 and October 5), consistent with, and for the purpose of compliance with, the reporting requirements for the JAG program.

Section 6. Nothing in the performance of this Agreement shall impose any liability on KENNEWICK for claims against COUNTY or RICHLAND, or on COUNTY or RICHLAND for claims against KENNEWICK.

Section 7. Any party hereto may terminate this Agreement upon one hundred twenty (120) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other party's contract representative listed in Section 13. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the Effective Date of termination. Termination of this Agreement by any party shall not affect or diminish authority exercised prior to delivery of required notice of termination.

Section 8. Each party to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 9. The parties to this Agreement do not intend for any third party to obtain any right by virtue of this Agreement.

Section 10. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 11. The term of this Agreement shall be from the date of signing through September 30, 2027.

Section 12. By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the party, and the party agrees to the terms of this Agreement.

Section 13. Each party shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

Benton County: Sheriff Tom Croskrey
City of Richland: Chief Martin Pilcher
City of Kennewick: Chief Chris Guerrero

Section 14. The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understanding not incorporated in this Agreement are specifically excluded.

Section 15. Pursuant to RCW 39.34.040, this Agreement shall become effective on the Effective Date first written above only upon filing with the Benton County Auditor or posting on each agency's website after full execution by the Parties.

Section 16. No separate legal or administrative entity is created upon execution of this Interlocal Cooperation Agreement, and no property will be acquired or owned under this Agreement.

[Signature pages to follow]

City of Kennewick, Washington

GRETLE CRAWFORD, Mayor

ATTEST:

KRYSTAL TOWNSEND, City Clerk

APPROVED AS TO FORM:
Contract Authorization

LAURENCIO SANGUINO, City Attorney

Draft

City of Richland, Washington

JON AMUNDSON, City Manager

ATTEST:

JENNIFER ROGERS, City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY, City Attorney

Draft

County of Benton, Washington

Chairman of Benton County
Commission

APPROVED AS TO FORM:

[INSERT NAME], Deputy Prosecuting Attorney

Draft



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/5/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-149, Authorizing a Grant Agreement with the Washington State Traffic Safety Commission for High Visibility Enforcement Actions

Department/Office
Police

Ordinance/Resolution Number:
2024-149

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-149, authorizing the City Manager to sign and execute a grant agreement with the Washington Traffic Safety Commission for funding to support high visibility enforcement activities by the Richland Police Department.

Summary:

The Washington Traffic Safety Commission Region 14 Traffic Safety Task Force has been awarded a grant to support collaborative efforts to conduct overtime high visibility enforcement (HVE).

With this agreement, the Richland Police Department is able to seek reimbursement of approved overtime expenses incurred as a participant in the region's HVE grant. The grant period is October 1, 2024 to September 30, 2025.

Staff recommends adoption of Resolution No. 2024-149.

Fiscal Impact: \$19,000 in grant funds will be received from the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and passed through the Washington State Traffic Safety Commission to support RPD's high visibility enforcement activities.

Attachments:

1. Resolution No. 2024-149
2. Region 14 - HVE IAA - FFY2025 Agreement

RESOLUTION NO. 2024-149

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A GRANT AGREEMENT WITH THE WASHINGTON
TRAFFIC SAFETY COMMISSION FOR FUNDING TO SUPPORT
HIGH VISIBILITY ENFORCEMENT ACTIONS BY THE RICHLAND
POLICE DEPARTMENT.**

WHEREAS, the City of Richland is being offered \$19,000 in grant funding provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) to conduct high visibility enforcement activities; and

WHEREAS, high visibility enforcement (HVE) incorporates enforcement strategies, such as enhanced patrols using visibility elements (e.g. electronic message boards, road signs, command posts, BAT mobiles, etc.) designed to make enforcement efforts obvious to the public; and

WHEREAS, the 2025-HVE-5441-Region 14 Target Zero Task Force grant was awarded to the Region 14 Traffic Safety Task Force to support collaborative efforts to conduct overtime high visibility enforcement throughout Washington; and

WHEREAS, if approved, the Richland Police Department will seek reimbursement of approved overtime expenses incurred as a participant in the region's HVE grant to and through September 30, 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a grant agreement with the Washington Traffic Safety Commission for funding in support of high visibility enforcement actions by the Richland Police Department.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day November, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND



THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and _____, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.600 for traffic safety grant project 2025-HVE-5441-Region 14 Target Zero Task Force, specifically to provide funding for the law enforcement agencies in WTSC Region 14 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TQM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant 2025-HVE-5441-Region 14 Target Zero Task Force was awarded to the WTSC Region 14 to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2024, and remain in effect until September 30, 2025 unless terminated sooner, as provided herein.

3. SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

The main causes of serious injury and fatality collisions on Washington's roadways are driver impairment through drug and/or alcohol use, speeding, occupant restraint mis/nonuse, and distraction. Fatalities have increased almost 40 percent since 2019. Despite a very high seat belt use rate (greater than 90% for many years in a row), the number of unrestrained fatalities

and serious injuries have increased to the highest number since before 2010. Since 2019, unrestrained fatalities have increased over 40 percent. Motorcyclists also represent a high number of injured and killed because of unsafe and poorly trained riders and the challenges vehicle drivers face in observing motorcycles on the road.

Washington has seen a drastic decrease in proactive enforcement of traffic laws. This decrease is due to a myriad of factors, include the COVID-19 pandemic, political actions to update laws that reduce an officer's ability to stop drivers,

This project will fund locally coordinated enforcement mobilizations to address impaired driving, distracted driving, seat belt safety, speeding, and motorcycle safety. Funding and events will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

3.1.2 Project Purpose and Strategies

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety.

High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors.

Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 2024).
- Distracted driving enforcement during the Distracted Driving campaign (April 2025)
- Seat belt enforcement during the Click It or Ticket campaign (May 2025).
- Impaired driving enforcement during the Summer DUI campaign (August 2025).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

3.1.3 Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)

1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand the highest priority areas in their communities to focus their efforts.
2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.
3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.
4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on irregularities, challenges or other details that would help explain what was encountered during their shift. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.

5. Activity conducted outside of the quarterly task force operational plans will not be reimbursed.

3.1.4 Project Intent and Best Practice

1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2024, Distracted Driving campaign in April 2025, Click It or Ticket campaign in May 2025, and Summer DUI campaign in August 2025).
NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.
2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.
3. Regional task force will be submitting quarterly operational plans and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly operational plans are due October 15, December 15, March 15, and June 15.
4. WTSC encourages participating officers to prioritize violations that directly contribute to the injury and death of road users, such as impaired driving, speeding, distracted driving, non-restraint, etc.
5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.
6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.
7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
9. Performance will be monitored by the regional TSM, LEL, and Task Force, as well as WTSC. WTSC reserves the right to designate specific officers as ineligible for cost reimbursement. This will occur if an officer is determined to not have not met the purpose/intent of this grant in multiple emphasis patrols.
10. Funds can be used to support the mentoring of officers in traffic enforcement. This can be focused on impaired driving, or general traffic enforcement.
For DUI mentorship, WTSC has found it to be best practice to include a mix of instruction and practical experience. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TSM or LEL after the mentee submits their interest.
11. Community outreach/collaboration: Funds can be used to pay for traffic safety focused community outreach and collaboration activities. The operational approach for regional community outreach and collaboration activities should be developed at the Task Force level and be approved by the WTSC. WTSC recommends that these activities include an opportunity for the audience to provide feedback on local traffic safety priorities and activities, which ideally will influence the region's plan for traffic safety programming.

In order to receive funding from this grant, agencies must participate with the regional traffic safety task force/coalition in the planning efforts for these activities.

WTSC also encourages all law enforcement agencies in Washington to utilize WTSC's data analysis resources, such as interactive dashboards and data from a statewide attitudinal survey, as well their regional Target Zero Manager to identify priorities for engaging with the community.

WTSC will provide tools for documenting community collaboration activities, such as the WEMS activity log.

3.1.5 NATIONAL AND STATE-WIDE MOBILIZATIONS

Not all agencies are required to participate in all of these, however the region has committed to participate as a region in all of these. Dates are tentative and may change when NHTSA publishes their FFY2025 mobilization calendar.

Mobilization	Dates
Holiday DUI	December 14, 2024 – January 1, 2025
U Drive. U Text. U Pay.	April 7 – 14, 2025
Click It or Ticket	May 12 – June 1, 2025
It's a Fine Line (optional if funded)	July 7 – 20, 2025
DUI Drive Sober or Get Pulled Over	August 13 – September 1, 2025

3.2 PROJECT GOALS

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement, law enforcement training, and community outreach. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

3.3 COMPENSATION

3.3.1 The Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.3.2 WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L&I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked.

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.3.3 Funding alterations are permitted as follows: Upon agreement by the regional TSM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this

agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

- 3.3.4 These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. This agreement is expressly designated to fund salaries and benefits. By signing this agreement, SUB-RECIPIENT agrees to supply all necessary equipment and vehicles needed to accomplish the work in the scope of work. WTSC is not responsible for any equipment that is lost, stolen, or destroyed in the execution of the scope of work.
- 3.3.5 Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.6 Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.7 The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.
- 3.3.8 The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.4 PROJECT COSTS

The WTSC has awarded \$110,000 to the WTSC Region 14 Traffic Safety Task Force for the purpose of conducting coordinated HVE enforcement and community outreach/collaboration activities. The funding must be used for traffic safety purposes in the areas of impaired driving, distracted driving, occupant restraint use, speeding, and motorcycle safety. See the project in WEMS for an updated distribution of funding by specific emphasis area.

By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. Funds are expressly designated for staffing activities and may not be used for other expenses that may be incurred, such as vehicle damage, supply replacement, etc. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2025, **must be received by WTSC no later than August 10, 2025**. All invoices for goods received or services performed between July 1, 2024 and September 30, 2025, **must be received by WTSC no later than November 15, 2025**.

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal

auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15- day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub- contractors.

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for

lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB- RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal

Nondiscrimination Authorities”). These include but are not limited to:

37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252

37.1.1.2. 49 CFR part 21

37.1.1.3. 28 CFR section 50.3

37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)

37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)

37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)

37.1.1.8. The Civil Rights Restoration Act of 1987

37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

37.1.1.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations

37.1.1.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency

37.1.1.12. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government

37.1.1.13. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA”.

37.1.6. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub- contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. CERTIFICATION ON CONFLICT OF INTEREST

41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB-RECIPIENT's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

42. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Target Zero Manager for Region <u>14</u> is:	The Contact for WTSC is:
	Jen Dorsett WTSC Contractor jdorsett14@outlook.com 509-851-1348	Jerry Noviello WTSC Program Manager jnoviello@wtsc.wa.gov 360-725-9897

AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SUB-RECIPIENT:

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/5/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 4 - Quality of Life

Subject:

Resolution No. 2024-150, Approving the 2025 Tri-City Regional Hotel-Motel Commission Budget and Marketing Plan

Department/Office
City Manager

Ordinance/Resolution Number:
2024-150

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-150, approving the 2025 Tri-City Regional Hotel-Motel Commission Budget and Marketing Plan.

Summary:

In 2004, the Tri-Cities Area Hotel and Lodging Association proposed that Tourism Promotion Areas (TPA) be formed in each of the three principal cities in the Tri-Cities area, and that, via an interlocal agreement, the assessments be pooled for use by the Tri-Cities Visitor and Convention Bureau to conduct specified promotional activities on behalf of the entire region. On June 15, 2004, Richland City Council passed Ordinance No. 17-04, establishing the City of Richland TPA as part of the Tri-City Regional TPA.

Under the management contract with the City, the TPA must submit an annual business plan and budget. Approval of the business plan and budget by Richland and the other participating agencies is necessary to accept and implement the plan for 2025. Additionally, the City recognizes and promotes the TPA as a possible funding program for event organizers, and considers it one of the funding resources within the City's tourism sponsorship program. The proposed 2025 Budget and Marketing Plan will allow the TPA to spend funds collected from area hoteliers to support tourism.

Staff recommends adoption of Resolution No. 2024-150.

Fiscal Impact: None.

Attachments:

1. Resolution No. 2024-150
2. 2025 TPA Cover Letter
3. 2025 TPA Marketing Plan

RESOLUTION NO. 2024-150

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
APPROVING THE 2025 TRI-CITY HOTEL-MOTEL COMMISSION
BUDGET AND MARKETING PLAN.**

WHEREAS, in 2004, the Tri-Cities Area Hotel and Lodging Association proposed that Tourism Promotion Areas (TPA) be formed in each of the three principal cities constituting the Tri-Cities; and

WHEREAS, by interlocal agreement, the assessments are pooled for use by Visit Tri-Cities Washington to conduct identified promotional activities on behalf of the region; and

WHEREAS, on June 16, 2004, Richland City Council passed Ordinance No. 17-04, authorizing the City of Richland TPA to become part of the Tri-City Regional TPA; and

WHEREAS, on November 5, 2024, the 2025 Tri-City Hotel-Motel Commission Budget and Marketing Plan were presented to Richland City Council at an open public meeting.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2025 Tri-City Hotel-Motel Commission Budget and Marketing Plan are hereby approved.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of November, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



7130 W. Grandridge Blvd. Suite B
Kennewick, WA 99336
509-735-8486
1-800-254-5824
www.VisitTRI-CITIES.com
info@VisitTRI-CITIES.com

September 30, 2024

Mr. Jon Amundson
City of Richland
P.O. Box 190
Richland, WA 99352

Dear Mr. Amundson,

On behalf of the Tri-City Regional Hotel-Motel Commission, we are pleased to present the 2025 Tri-City Regional Hotel-Motel Commission Budget and Marketing Plan for approval by the Richland City Council. We appreciate the opportunity to have face-to-face time with city leaders and look forward to our scheduled presentation for the City Council this year.

Enclosed with this letter is a full copy of the report, with an executive summary on the next page outlining the purpose, timeline, and key components. Please feel free to reach out if you have any questions or need further clarification on any part of the report.

Thank you for your ongoing support of the Tri-City Regional Tourism Promotion Area. It has been an extremely successful regional collaboration that has greatly enhanced the destination marketing impact for the Tri-Cities.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin Lewis".

Kevin Lewis
President & CEO

Enclosures



Executive Summary

2025 Tri-City Regional Hotel-Motel Commission Budget and Marketing Plan

Purpose

- As outlined in the *Interlocal Cooperation Agreement for Establishment of the Tri-City Regional Tourism Promotion Area*, Visit Tri-Cities presents a Budget & Marketing Plan to the Tri-City Regional Hotel-Motel Commission, detailing projected revenues and expenses for the programs supported by the funds collected from the Tourism Promotion Assessment (TPA).

Timeline

- The enclosed 2025 Budget and Marketing Plan received the unanimous support from the Commissioners present at the September 19, 2024 commission meeting. The plan recommended by the Commission is due to the each of the cities by no later than October 1st of each year. City Councils must review and approve the plan by December 31, 2024.

Background

- Visit Tri-Cities is a 501c6 organization whose contracted purpose is to foster tourism, support local businesses, and promote economic growth within the Tri-Cities region. Our mission is to “Fuel transformational growth in the Tri-Cities through tourism.”
- VTC utilizes TPA revenues to promote the destination and ensure that visitors experience the best our cities have to offer while also bolstering the overall prosperity of the community.

2025 Forecast

- TPA revenues are projected to reach approximately \$2.3 million
- Nationally travel and hotel occupancy levels are projected to remain relatively flat
- Locally occupancy levels have been some of the highest in the state
- Effective marketing, along with consistent sales and development efforts have put us in a position of growth. Securing signature events like the IRONMAN 70.3 help energize our tourism growth despite state and national trends
- Planned improvements at the HAPO Center and Pasco Sports Complex along with expansion of the Three Rivers Conference Center will provide additional opportunities for growth

Meeting & Convention Projections

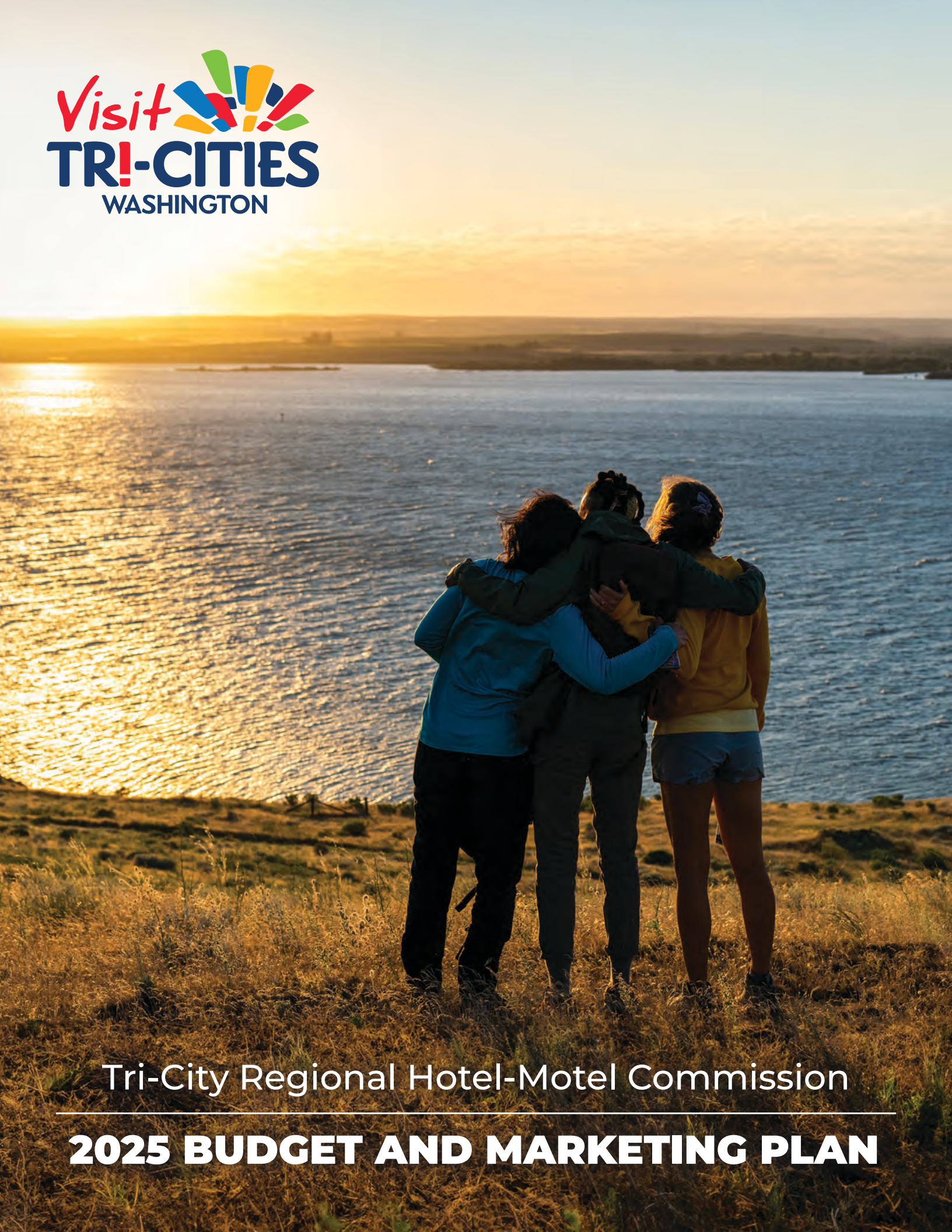
- 21,000 Room Nights
- \$6.9m Economic Impact
- \$2.5m Direct Hotel Spending
- \$100,269 Program Budget

Sports & Tournament Projections

- 24,000 Room Nights
- \$11.6m Economic Impact
- \$2.6m Direct Hotel Spending
- \$185,730 Program Budget

Tourism Development & Marketing Programs

- Cohesive Multi-channel Advertising Campaign
- Digital Ad Attribution Tracking Return on Ad Spend
- Social Media Advertising & Management
- Visitor Guide Publication & Distribution
- Upgraded Website Experience
- \$604,927 Program Budget



Tri-City Regional Hotel-Motel Commission

2025 BUDGET AND MARKETING PLAN

TABLE OF CONTENTS

Introduction	3
Acknowledgments	4
Tourism Outlook	5-6
Competitive Situation Analysis	7-8
2025 Group Sales Initiatives	8
Meetings and Conventions	9-10
Sports and Tournaments	11-12
Tourism Development	13-14
DMO Funding Comparative	15-17
Visit Tri-Cities TPA Budget	18

INTRODUCTION

Tourism Promotion Area Marketing Plan

prepared by Visit Tri-Cities for:

CITY OF KENNEWICK
CITY OF PASCO
CITY OF RICHLAND

Please Note: The attached document reflects only those programs and costs associated with Tourism Promotion Area (TPA) funding. Visit Tri-Cities manages many other aspects of tourism development, which are funded by hotel and lodging taxes and membership investment. Such programs include, Rivershore Enhancement, Media Outreach, Visitor Services and Member Development.

Vision

Inspire, reward and celebrate the spirit of exploration and discovery.

Mission

Fuel transformational growth in the Tri-Cities through tourism.

Visit Tri-Cities is a 501c6 organization whose contracted purpose is to foster tourism, support local businesses, and promote economic growth within the Tri-Cities region. Visit Tri-Cities, (VTC) is supported by the Tri-City Regional Hotel Motel Commission which was created in 2004. Through an interlocal agreement between the Cities of Kennewick, Pasco, and Richland, and the lodging properties within those cities, VTC was designated as the unified authority to strategically coordinate promotion and development of the destination. Funding is provided through a Tourism Promotion Assessment, (TPA) which currently collects \$3 for each night a guest stays in a hotel. As detailed in the agreement, TPA funds are designed to supplement, not replace, other VTC funding sources such as lodging tax and membership dues.

As a crucial player in economic development, VTC utilizes TPA revenues to promote the destination and ensure that visitors experience the best our cities have to offer while also bolstering the overall prosperity of the community. By bringing together resources from the three cities, VTC creates a strong collaborative platform, allowing us to brand and market the region effectively and attract a diverse range of tourists.

In 2025, TPA revenues are projected to reach approximately \$2.3 million. These funds are put to judicious use to fuel transformational growth in the Tri-Cities. Five strategic pillars guide the work of the organization: Strategic Sales, Effective Marketing, Collaborative Destination Development, Proactive Community Engagement, and Innovative and Meaningful Operations. These pillars encompass a wide array of endeavors including group sales initiatives, destination marketing and public relation campaigns, infrastructure development, hospitality training programs, and collaborative efforts to facilitate meetings, sports, and events that draw tourists throughout the year. Within the annual TPA budget, a Tourism Opportunity Fund has been established to ensure funds are available to support and incentivize key events to book their business here. Before being granted, recommended incentives are reviewed and approved by the Hotel-Motel Commissioners based on the number of hotel rooms each event books in the area. Incentive funds are paid out after successful completion of each event. Additional TPA revenues are allocated to conduct research and collect valuable data to better understand visitor trends and preferences, enabling VTC to make informed decisions for the continuous improvement in our promotional efforts and tourism offerings.

The Tri-City Regional Hotel-Motel Commission stands as a vital force in enhancing the economic viability of our communities. Driving our region's tourism sector forward yields numerous benefits for residents, businesses, and visitors alike. The following pages outline the TPA budget and marketing plan to demonstrate how these funds will be utilized in 2025.

ACKNOWLEDGMENTS

We greatly appreciate the time and dedication of our city partners and hoteliers who meet monthly to provide Visit Tri-Cities with support and direction on how to invest the proceeds from the tourism promotion assessments collected in Kennewick, Pasco, and Richland.

Tri-City Reginal Hotel-Motel Commission

KENNEWICK

Mike Brown, Hampton Inn Kennewick at Southridge
Gabi Lopez, SpringHill Suites by Marriott Kennewick
Erin Erdman, Ex Officio, City of Kennewick

PASCO

Monica Hammerberg, Hampton Inn & Suites Pasco/Tri-Cities
Jerry Beach, A1-Hospitality
Adam Lincoln, Ex Officio, City of Pasco

RICHLAND

Yesenia Galvez, Holiday Inn Richland on the River
Lacey Stephens, Home2 Suites by Hilton
Jon Amundson, Ex Officio, City of Richland

The Tourism Promotion Area is Managed by Visit Tri-Cities



National Outlook

The U.S. travel and hotel industry is facing a more cautious outlook for domestic travel in 2025 as economic uncertainty and inflationary pressures continue to temper the pace of travel. In an update to the June 2024 STR report, industry leaders made significant downward adjustments to the 2024-25 U.S. Hotel Forecasts. The revisions forecast modest growth in occupancy, ADR, and RevPAR.

OCCUPANCY LEVELS

The 2025 forecast maintains a slight growth projection for occupancy, which is expected to reach an average of **63%** nationwide, despite a downgraded outlook for the second half of 2024.

AVERAGE DAILY RATES (ADR):

The ADR growth forecast for 2025 has been revised downwards by **0.8** percentage points, reflecting a tempered expectation of price increases.

REVENUE PER AVAILABLE ROOM (REVPAR):

RevPAR projections for 2025 have also been adjusted downward by **0.9** percentage points, indicating a more conservative growth outlook.

Leaders say the downgrade in 2024 projections was driven by softer-than-expected demand and higher-than-anticipated inflation. Amanda Hite, President of STR, commented, "The increased cost of living is affecting lower-to-middle income households and their ability to travel, thus lessening demand for hotels in the lower price tier. Travel remains a priority for most Americans, but the volume has lessened as prices on goods and services continue to rise."

While economic challenges like inflation and high interest rates are expected to continue influencing traveler sentiment and spending, the overall desire to travel remains strong. As the economic environment stabilizes, moderate growth in travel demand is anticipated, supported by the continued rebound of group and business travel.

Overall, leaders remain cautiously optimistic about a gradual recovery through 2025.

Projected U.S. Hotel Key Performance Metrics*

	2022 Actual	2023 Actual	2024 Forecast	2025 Forecast	2026 Forecast
Occupancy	62.6%	63.0%	62.8%	63.2%	64.1%
ADR	\$149.06	\$155.46	\$158.72	\$161.89	\$166.90
RevPAR	\$93.29	\$97.86	\$99.82	\$102.41	\$105.69

*STR June 2024 Forecast

Local Outlook

Based on market conditions, the transition to 2024 came with a conservative but hopeful outlook. Over the first six months, significant inflationary pressures continue to hamper growth in visitation, and despite excellent lead generation and strong group bookings, overall, key indicators remain relatively flat.

True to the forecast, year-over-year hotel occupancy in the Tri-Cities has been consistent with 2023 levels. By comparison, occupancy levels in Kennewick, Pasco, and Richland were some of the highest in the state over the first six months of 2024. Revenue per available room (RevPAR) grew by 3.6% - significantly softer than the sharp increase RevPAR seen in 2023. We expect a similar trend will continue into 2025.

Indicators show the U.S. meetings, conventions, and events market is poised for growth in 2024-2025. The industry is

experiencing a nice recovery with increasing in-person event attendance and the reestablishment of sequestered events. Key indicators suggest a positive and optimistic outlook among meeting professionals, who expect a rise in both activity and spending.

Locally, we've seen increased activity from meeting and event planners in 2024. Through June our sales teams nearly doubled the number of RFPs submitted for meetings and events, while nearly equaling the number of booked events during the same period. We continue to see growth in some of our larger conventions such as the WA State Potato Commission and the WA State Tree Fruit Association and we are anxiously anticipating the expansion project at Three Rivers Convention Center to service this need.

Local Outlook (cont.)

Stiff competition in the sports events market keeps us on our toes, but we've been successful in maintaining our core events like National Softball Association of WA and WIAA State Championships while adding a few important signature events to our portfolio. We are excited to present the first-ever IRONMAN 70.3 event in the Tri-Cities in late September of 2024. The event reached "sold out" status in mid-July with more than 3,000 athletes from 45 states and 20 countries registered. Our team is thrilled with the community support we've received to help facilitate such a meaningful undertaking. As we look ahead, progress on improving the sports related venues in our communities will continue to be a priority for us in order to maintain and grow this market.

Although there has been some improvement in filling workforce needs, labor shortages continue to stress the travel and hospitality industry. Labor shortages present a significant challenge to service providers in our area and workforce needs continue to grow with several large projects on the horizon. There has been some slowing in population growth rates in Benton and Franklin Counties. Growth rates are now only slightly outpacing growth in Washington State.

In general, business development remains strong with a few notable hospitality related projects in the works. One of the most exciting is a 130-thousand square foot expansion of the Three Rivers Convention Center that includes 60-thousand square feet of column-free exhibit space. This expansion

will provide new opportunities for large-scale sports events, conventions, and trade shows. Groundbreaking is slated for December 2024 with an anticipated completion date in the summer of 2026.

The Convention Center expansion coincides with construction of an adjacent Marriott AC hotel developed by A1 Pearl Development Group. The Marriott will have 156 rooms, additional meeting space and a roof-top restaurant (Walla Walla Steak Company). Anticipated completion is Q3 of 2026. Home2 by Hilton will break ground on a new 107 rooms airport property in Q1 2025. Other projects already underway include construction of the new 126 room LivAway Suites and renovations at the historic Clover Island Inn which was purchased earlier this year. After renovations it will become a Hilton Spark property – one of Hilton's premium economy style properties.

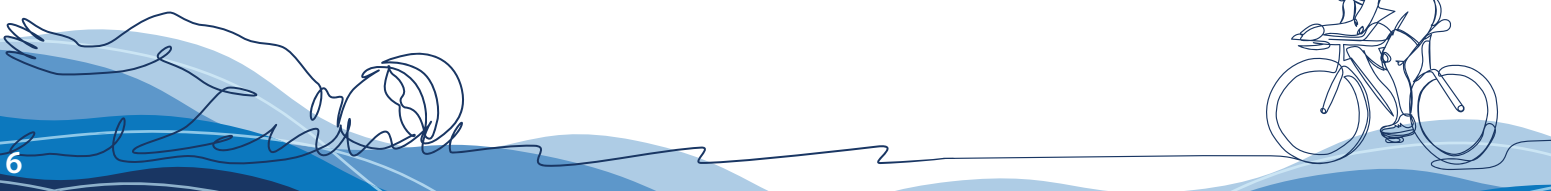
On the recreation side, Quake Family Fun Park opened in late summer of 2023 and Pasco Public Facilities District is moving rapidly with the new Aquatic Center. Groundbreaking for the Aquatic Center is projected groundbreaking later this year with anticipated completion of phase one in Q1 of 2026.

At the airport, the Port of Pasco announced new daily flights to Phoenix in February, 2024. Alaska Airlines is adding a flight to Los Angeles (LAX), and work continues to recruit, initiate, and support potential new air service to Dallas.

2024 Performance January - June*

	OCC	ADR	RevPar	RevPar vs Prior Year
SEATTLE	69.4%	\$196.72	\$136.52	+10.5%
SPOKANE	59.6%	\$143.22	\$85.32	+0.7%
TACOMA	57.1%	\$138.35	\$78.98	+2.5%
TRI-CITIES	66.2%	\$125.72	\$83.24	+3.6%
VANCOUVER	68.9%	\$132.24	\$91.07	+6.6%
YAKIMA	56.3%	\$114.79	\$64.58	+13.5%
WALLA WALLA	52.6%	\$141.42	\$74.33	+1.2%

*STR June 2024 Destination Report



COMPETITIVE SITUATION ANALYSIS

In order to promote the Tri-Cities as a preferred destination for group, business and leisure travelers, it is important to recognize both the strengths and challenges within our community and to set sales strategies accordingly.

Convention and Sports

Destination Strengths

- Variety of hotels and brands
- Positive relationship between Visit Tri-Cities, hotels, and meeting venues
- Three Rivers Convention Center and HAPO Center
- Unique offsite event venues (i.e., wineries, museums, etc.)
- Ample complimentary parking available
- Sports facility infrastructure
- Strong Sports Council
- Opportunity funds available
- Amenities and attractions that appeal to convention groups (i.e., wine experiences, outdoor recreation, etc.)
- Centrally located in the Pacific Northwest and favorable weather conditions

Destination Challenges

- Lack of hotels capable of 150+ room block
- Lack of resort-style hotels with ample meeting space
- Meeting venues with larger meeting space in competing locations
- Limited number of meeting rooms and exhibit space available under one roof
- Lack of sports officials
- Number of hotel rooms within walking distance of Convention Center/large facilities
- The number of hotel rooms available to groups due to hotels converting to apartments
- Competing locations have expanded or have plans to expand their Convention Centers
- Lack of family friendly attractions pending the opening of the Pasco Aquatics Center
- Competing locations have newly developed indoor/outdoor multi-use sports facilities with state-of-the-art amenities
- Distance from I-5 corridor vs. competition

Leisure Travel

Destination Strengths

- Washington's largest wine region
- Over 200 wineries within a one-hour drive
- Cultivating 99% of Washington's wine grapes
- Award-winning and prestigious wineries
- Home to the cutting-edge Wine Science Center
- Watersports like boating, fishing, swimming, and paddle sports on the Columbia, Yakima, and Snake rivers
- Seven scenic riverfront parks
- Riverside dining and leisurely cruises
- Annual Tri-City Water Follies event
- Miles of riverfront paths and trails for biking, running, and walking
- Official American World War II Heritage City
- Manhattan Project National Historic Park
- CPCo Planetarium
- REACH Museum
- Groundbreaking science at the Laser Interferometer Gravitational-Wave Observatory (LIGO)
- Annual Art in the Park Festival
- Professional baseball and hockey games
- Annual Benton-Franklin Fair & Rodeo
- Tri-City Raceway
- Shopping at six vibrant farmers markets
- Nearly 300 days of sunshine each year
- Ten golf courses.
- 30 hiking and mountain bike trails
- 21 recreational parks
- 67 miles of paved pedestrian and bike trails

Destination Challenges

- Heavy weekend traffic on I-90
- Drivers may encounter snowy winter conditions from key driving routes
- Airfare can be pricey, with challenges in air travel
- Summer temperatures can reach triple digits
- Seasonal high winds are common
- Cold temperatures in December and January may limit outdoor activities
- Perceived lack of family activities
- Area's reputation as a wine destination is weaker compared to Walla Walla
- Nightlife is perceived as limited
- Transportation challenges with spread-out communities and attractions
- Some attractions have limited accessibility
- Lack of central gathering places
- Many businesses are closed on Sundays
- No defined "downtown" or entertainment district
- Shopping options are limited
- Lingering negative perceptions about Hanford exist
- The area is seen as unsophisticated
- The desert landscape is perceived as lacking greenery or trees

COMPETITIVE SITUATION ANALYSIS

Business Travel

Destination Strengths

- Less price sensitive for airfare and hotels
- Mid-week demand complements weekend and convention groups
- Recently expanded Tri-Cities Airport
- Direct flights from Denver, Salt Lake City, Seattle, Phoenix, San Francisco, Las Vegas, Minneapolis, Los Angeles, and Burbank

Destination Challenges

- Destination choice not influenced by sales and marketing efforts
- Mostly mid-week travel
- Popularity of remote work, reducing in-person meetings and travel

Guestroom Productivity

	2023 Actual	2024 Forecast	2025 Goals
Convention Bookings	12,289	20,000	21,000
Sports Bookings	27,701	21,000	24,000
TOTAL	39,990	41,000	45,000

RFP Productivity

LEADS ISSUED	2023	2024	2025
QTR 1	29	49	45*
QTR 2	31	39	50*
QTR 3	39	35*	55*
QTR 4	52	55*	60*
TOTAL	151	178*	220*

*Estimated Production

2025 GROUP SALES INITIATIVES

Quarter 1

January - March

- Host Sports Planner Customer Event in Portland
- Launch ad campaign on PlayEasy
- Customer Event in Olympia
- Olympia Sales Blitz
- Establish quarterly meeting planner e-newsletter, similar to Your Weekend Starts Here
- MPI Cascadia Conference
- Northwest Event Show
- Launch digital ads targeting MPI attendees
- Launch meeting planner incentive package

Quarter 2

April - June

- Sports ETA Event Symposium
- E-Sports Conference
- Washington Society for Association Excellence Convention
- Society of Government Meeting Planners event
- Ad campaign targeting WSAE Members
- Launch first time sports event incentive
- Sports Relationship Invitational

Quarter 3

July - September

- Sports Relationship Conference
- Publish Sports Facilities Map
- Host Customer Event for Tri-Cities Sports Council
- Convention and corporate sales mission to Seattle/ Greater Puget Sound Region
- Host Super FAM event for meeting planners

Quarter 4

October - December

- TEAMS Conference
- Launch digital ads targeted at TEAMS attendees
- Direct mail "Remember Tri-Cities" gift
- Olympia Sales Blitz

MEETINGS & CONVENTIONS



21,000

PROJECTED GUEST ROOMS



\$6,869,712

ESTIMATED ECONOMIC IMPACT*



\$2,500,017

ESTIMATED DIRECT
HOTEL SPENDING*

2025 Actions

SALES BLITZES

Develop two separate multi-day sales blitzes in Spring (Olympia) and Fall (location to be determined).

CUSTOMER EVENTS

Organize meeting planner customer luncheon in the spring to promote the Tri-Cities as a destination. Event to be held in conjunction with Spring Sales Blitz.

MEETING PLANNER FAM TOURS

Host qualified meeting planners for individual and group, customized FAM tours.

RELATIONSHIPS

Continue staff attendance at Washington Society for Association Excellence (WSAE) and Meeting Professionals International (MPI) Washington Chapter and Professional Convention Management Association (PCMA) monthly/quarterly meetings to strengthen relationships with key meeting planners. Staff will continue to serve on the WSAE Convention Planning committee. Staff will continue to serve on industry boards and committees such as WSAE, WTA and SGMP. Renew Diamond Level enhanced listing with Cvent.

ADVERTISING

Digital campaigns of industry tradeshows and site campaigns of meeting professionals by geographic location.

MEETING INCENTIVES

Utilize the opportunity fund specifically to offset costs for new group business and groups that block more than 300 rooms per night city-wide. Create meeting planner incentives and develop a "deals" page outlining any hotel sponsored incentives.

REGIONAL/STATE/NATIONAL CONFERENCES AND TRADESHOWS

Host and attend the Washington Society for Association Excellence (WSAE). In addition, attend Meeting Professionals International (MPI) Cascadia Annual Conferences and the Northwest Event Show. Participate in additional sponsorship opportunities at each of these events for increased exposure.

SKYNAV AND KUULA

Convention sales department will leverage the SkyNAV and Kuula platforms to promote Tri-Cities and meeting venues to convention professionals. The interactive tour highlights points of interest with image galleries, videos and information to assist meeting planners in selecting the Tri-Cities for their events. The tour link will be included with all electronic proposal packets, digital Meeting Planner Guide as well as communications to meeting groups.

*Revenue impacts are calculated using Destination International's Event Impact Calculator, an industry-wide standard tool.

MEETINGS & CONVENTIONS

PROGRAM TOTAL

\$100,269

ADVERTISING

- MPI site retargeting campaign: \$9,350 (Jan)
- Cvent Diamond Listing: \$11,000 (Sept)
- Digital targeting campaigns of industry tradeshows: \$6,000 (\$500 per month)
- Cvent retargeting campaigns: \$12,000 (April)
- Meeting News NW: \$5,000 (Mar)
- Meeting Planner Guide: \$5,000 (Mar)

Total: \$48,350

TRAVEL

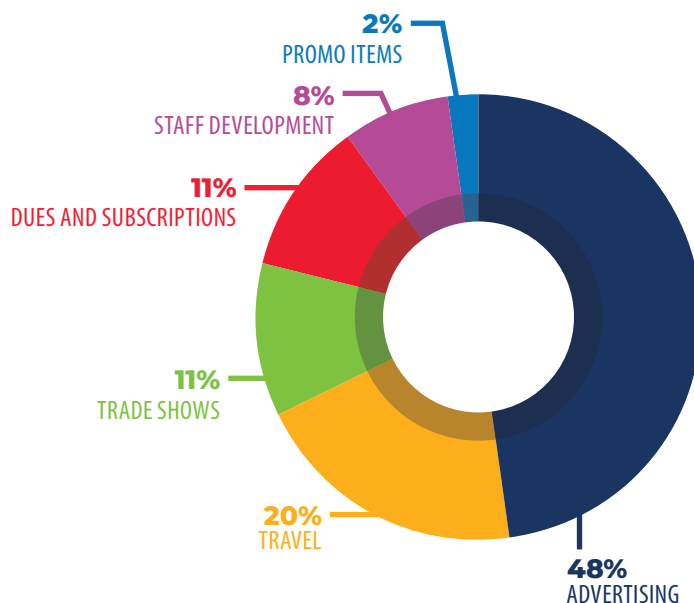
- Mileage for site inspections: \$480 (\$40 per month)
- Washington Society of Association Excellence, association meeting: \$500 (Sept)
- Washington Society of Association Excellence Conference: \$1,400 (May) (\$700 per staff x 2)
- Meeting Professionals International Annual Convention: \$1,100 (March)
- Meeting Professionals International, association meeting: \$500 (May)
- Olympia Spring Sales Blitz: \$2,500 (March) (\$500 per staff x 5)
- Fall Sales Blitz: \$2,000 (Oct) (\$500 per staff x 4)
- Continuing education courses: \$8,000 (March and July) (\$2,000 per session per staff member x 4)
- Society of Government Meeting Professionals Winter Workshop: \$300 (Feb)
- National Meeting Professionals Trade Show: \$1,500 (Aug)
- Northwest Event Show: \$2,000 (Jan) (\$1,000 per staff x 2)

Total: \$20,480

TRADE SHOWS

- Meeting Planners International (MPI) sponsorship and hosted buyer program: \$1,800 (Jan)
- Washington Society for Association Excellence Conference Registration: \$450 (May)
- WSAE Conference Sponsorship: \$1,775 (May)
- National trade show targeted at meeting planners, travel media and travel advisors: \$2,000 (March)
- Northwest Event Show booth registration: \$4,000 (Sept)
- Association Meetings: \$500 (Feb, May, Sept)

Total: \$10,525



STAFF DEVELOPMENT

- Continuing Education Training Courses: \$4,000 (Feb, March, July) (\$1,000 registration per staff x 4)
- Sales Team Training: \$4,000

Total: \$8,000

PROMO ITEMS

- Amenities: \$800 (Feb: \$400 and Aug: \$400)
- Logo'd items: \$700 (Feb: \$350 and Aug: \$350)

Total: \$1,500

DUES AND SUBSCRIPTIONS

- WSAE Sapphire Level Sponsorship: \$2,550 (Jan)
- WSAE dues: \$690 (June) (\$345 per staff x 2)
- Meeting Planners International: \$495 (Dec)
- Society of Government Meeting Professionals: \$400 (April)
- Professional Conference Management Association: \$485 (Nov)
- National Tour Association: \$700 (Feb)
- Religious Conference Management Association Dues: \$195 (July)
- Military Reunion Network: \$699 (May)
- DI MINT subscription: \$5,200 (Jan)

Total: \$11,414

SPORTS & TOURNAMENTS



24,000

PROJECTED GUEST ROOMS



\$11,597,028

ESTIMATED ECONOMIC IMPACT*



\$2,648,880

ESTIMATED DIRECT
HOTEL SPENDING*

2025 Actions

SPORTS COUNCIL

Organize and administer activities for the Tri-Cities Sports Council.

ADVERTISING

Place print and digital advertising as appropriate in publications such as: Playeasy, Sports Events, Sports Destination Management and Sports Planning Guide.

SALES BLITZ

Sales calls in the Portland or Seattle metropolitan areas in Q1.

PROMOTE RESOURCES

Update the sports facilities guide, provide e-version and QR code links for consumer access.

VIRTUAL TOURS

SkyNav and Kuula tour links will be promoted in our communications to sports groups. SkyNav and Kuula allows tournament directors to experience the Tri-Cities virtually and the ability to see first-hand the venues, amenities, attractions and accommodations that would be available to their teams. The interactive tours highlight points of interest with image galleries, videos and information to aid tournament directors in understanding the advantages of selecting the Tri-Cities.

OPPORTUNITY FUND

Utilize the opportunity fund specifically to offset tournament costs for groups that block more than 300 rooms per night city-wide.

TRADESHOWS

Promote the Tri-Cities as a premier sports destination at National Tradeshow Events such as TEAMS, S.P.O.R.T.S. Relationship, Sports Invitational and Sports ETA.

CUSTOMER EVENTS

Sponsor event at annual national sports tradeshows, such as TEAMS and Sports ETA Symposium. In addition, host customer event luncheon in conjunction with the Sales Blitz.

BIDDING FEES

Bid on new regional/national level tournaments that demand bidding fees to host events.

NEW BUSINESS

After hosting the first year of an IRONMAN triathlon in 2024, staff will focus on drawing more outdoor endurance and fitness events.

*Revenue impacts are calculated using Destination International's Event Impact Calculator, an industry-wide standard tool.

SPORTS & TOURNAMENTS

PROGRAM TOTAL

\$185,730

ADVERTISING

- Ads to support tournaments: \$925
(Jan: \$100, March: \$150, May: \$325, Nov: \$200, Dec: \$150)
- Sports Events: \$40,000
- Sports Events Magazine featured listings: \$6,000
(Oct \$3000 and Dec \$3,000)
- Sports Planning Guide site inspection feature: \$2,000 (July)
- Playeasy platform destination spotlight: \$3,250
- Printed Sports Facilities Map: \$600 (Jun)

Total: \$52,775

BID FEES AND EVENT SUPPORT

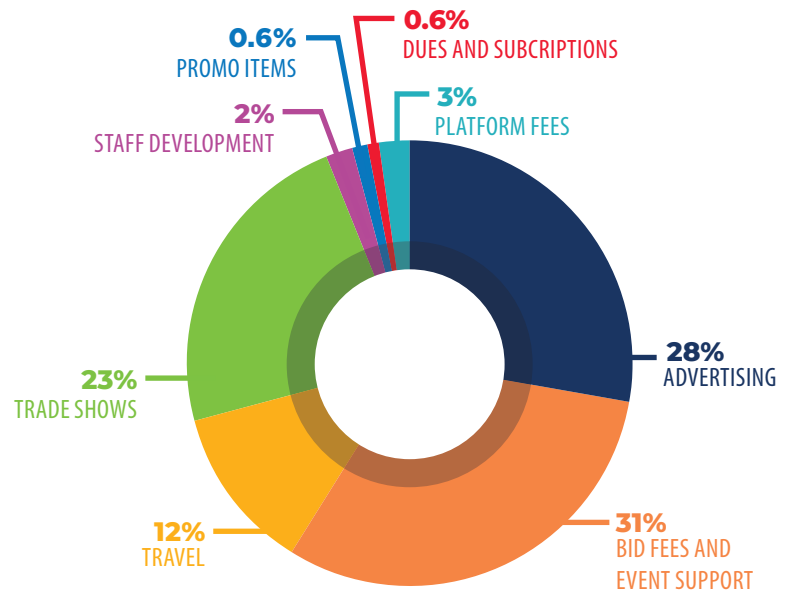
- Parallex Soccer: \$10,000 (Sept)
- National Softball Association State Championships: \$4,000 (Jul)
- IRONMAN: \$14,000 (Oct)
- WIAA State Championships: \$10,000 (Jun)
- NWAC Championships: \$5,000 (Mar)
- Tri-City Water Follies: \$10,000 (Aug)
- BMX Championships: \$5,000 (Sept)

Total: \$58,000

TRAVEL

- Sports ETA Symposium: \$4,875 (May) (\$1,625 per staff x 3)
- TEAMS Conference: \$5,235 (Oct) (\$1,745 per staff x 3)
- S.P.O.R.T.S - Relationship Conference: \$1,745 (Sept)
- S.P.O.R.T.S. Relationship Invitational: \$1,800 (Jun)
- EsportsTravel Summit: \$1,490 (June)
- Sports Sales Blitz/Customer Event: \$1,680 (\$560 per staff x 3)
- Staff development, continuing education travel: \$6,000
(May and July) (\$2,000 per staff x 3)
- Mileage for site inspections when VTC mobile is not available:
\$300 (\$25 per month)

Total: \$23,125



TRADE SHOWS

- TEAMS Conference: \$14,250 (Feb) (two staff members: \$3,500, TEAMS Conference sponsorship: \$10,750)
- EsportsTravel Summit registration: \$3,000 (Feb)
- S.P.O.R.T.S Relationship Conference: \$8,000 (Mar) (registration: \$1,500, sponsorship: \$6,500)
- Sports ETA Symposium: \$14,185 (Dec) (three staff members: \$4,185, sponsorship: \$10,000)
- S.P.O.R.T.S. Invitational registration: \$2,000 (Apr)

Total: \$41,435

STAFF DEVELOPMENT

- Continuing Education Training Courses: \$2,000 (May and July) (\$1,000 registration per staff x 3)

Total: \$3,000

PROMO ITEMS

- Sports Amenities: \$1,200 (April: \$600 and Sept: \$600)

Total: \$1,200

DUES AND SUBSCRIPTIONS

- Sports ETA Membership: \$1,195 (Dec)

Total: \$1,195

PLATFORM FEES

- Playeasy Digital Platform: \$5,000 (March)

Total: \$5,000



TOURISM DEVELOPMENT

2025 Actions

PROMOTE THE DESINATION

We continue to refine our experience category strategy, and it remains an excellent way to communicate our destination's key offerings. Promoting our destination to leisure travelers through strategically aligned efforts targeting wine lovers, outdoor enthusiasts, history and science buffs, and sun seekers is essential for attracting visitors and showcasing the unique experiences the Tri-Cities has to offer. We will maintain our focus on drive markets while increasing our promotion of flight markets.

ADVERTISING

Effective tourism advertising is essential to any successful destination marketing organization. Most of our ad spend will be allocated to digital advertising as it offers precise targeting options, ensuring effective use of marketing budgets. This year marked a significant milestone in our advertising efforts, as we are now able to accurately report on return on ad spend (ROAS) and directly demonstrate how our marketing strategies are driving hotel room bookings, showcasing the tangible impact of our initiatives.

DATA DRIVEN MARKETING

Data analysis is essential in modern marketing campaigns, allowing us to leverage insights from key metrics to improve our strategies. Analyzing this data reveals which creative assets drive engagement, which channels offer the highest return on ad spend (ROAS) and which messaging resonates with our target audiences. This enables us to refine our campaigns for the best customer experiences and the greatest return on investment. Data-driven marketing also helps identify and eliminate wasted advertising budget, ensuring every dollar spent has a significant impact on conversions and destination awareness. Our data-driven marketing efforts have taken a transformative leap forward this year. Previously limited to soft metrics, we now leverage hard data through our partnership with Datafy, our data and media partner. As of June, we've driven an impressive 75,293 hotel room night bookings, delivering a remarkable combined return on ad spend (ROAS) to hotels of \$47 for every \$1 invested in our campaigns. This success has generated an estimated \$9,856,211 in hotel-only revenue, underscoring the powerful impact of our targeted marketing strategies.

PRINT & DIGITAL COLLATERAL

Creating compelling print and digital collateral is crucial as it serves as the primary touchpoint for potential visitors. High-quality publications such as our Official Tri-Cities Visitor Guide and our data driven digital content effectively communicate the unique attractions, experiences, and culture of our destination. These materials help to capture the interest of travelers, providing them with essential information and inspiring them to visit.

PUBLIC RELATIONS & MEDIA RELATIONS

Public relations (PR) and media relations are vital to our marketing efforts, playing a key role in shaping the narrative and image of the Tri-Cities. In today's digital age, where information spreads rapidly, effective PR strategies are essential for promoting the Tri-Cities, highlighting our unique offerings and experience categories. We will be incorporating more influencer and group FAMs in 2025.

SOCIAL MEDIA

Organic social media marketing is ever-changing due to constantly evolving algorithms, shifting user behaviors, and emerging platforms. To stay relevant and ahead of the game, we are continuously monitoring trends and adapting our strategies. This includes regularly updating our content to reflect current interests, engaging with our audience through interactive posts and stories, and leveraging new features introduced by platforms. This year, we launched a strategic partnership with Sprout Social, enabling us to streamline our social media content management and gain deeper insights into its effectiveness, allowing us to engage our audience more efficiently and drive impactful results.

STORYTELLING

Storytelling humanizes our destination and introduces the amazing people and places in our community. People connect with stories because they provide context, emotion and empathy. This year, our storytelling efforts are powerfully showcased across multiple platforms, including the 2024 Annual Visitors Guide, our engaging blogs, dynamic social media channels, and our enhanced website.

TECHNOLOGY

Technology enables data-driven decision making, allowing us to collect and analyze vast amounts of data for insights into visitor behavior and trends. In 2024 we introduced several new technology partners including Sprout Social, Datafy Digital and Wander Maps. Wander Maps provides interactive digital mapping service on our website enabling users to create itineraries, share them with others, click on points of interest, and zoom and pan for a more immersive experience. By incorporating this solution into our website, we enhance the user experience and receive valuable map analytics and improved location-based marketing capabilities.

WEBSITE

In 2024 we are conducting a full-scale update and relaunch of our website. The website redesign features several key enhancements, including seamless English-to-Spanish translation, a more intuitive and user-friendly navigation that guides visitors effortlessly down the decision making funnel, and the addition of striking hero images that create a more organic and emotional connection with users. The redesign also clearly communicates our destination drivers through newly defined experience categories, all while providing a cleaner, ad-free browsing experience. This redesign breathes new life into our destination and makes the key experiences in Visit Tri-Cities more appealing and accessible to our target audiences. We will continue to analyze the user experience and refine the website throughout the year.

TOURISM DEVELOPMENT

PROGRAM TOTAL

\$604,927

ADVERTISING

- Cohesive multi-channel campaign to include a mix of digital and social ads targeting leisure travelers in the geographic markets of the Puget Sound region and Greater Spokane: \$352,900
- Social Media Advertising and Management: \$3,600
- Visit Tri-Cities Visitor Guide Enhancements: \$40,000
- Washington State Official Visitor Guide: \$7,500 (Jan) (Remainder Paid by Hotel-Motel Tax)
- Wine specific digital advertising campaign to complement presence at Taste Washington targeting western Washington leisure travelers: \$10,000

Total: \$414,000

TRAVEL

- Tri-Cities Wine Tourism Council – Taste Washington: \$2,400 (\$800 per staff x 3)
- Consumer Travel Show: \$1,600 (Oct) (\$800 per staff x2)
- Continuing Education Courses: \$8,000 (Feb, Mar, May and Jun) (\$2,000 per staff x4)

Total: \$11,200

TRADE SHOWS

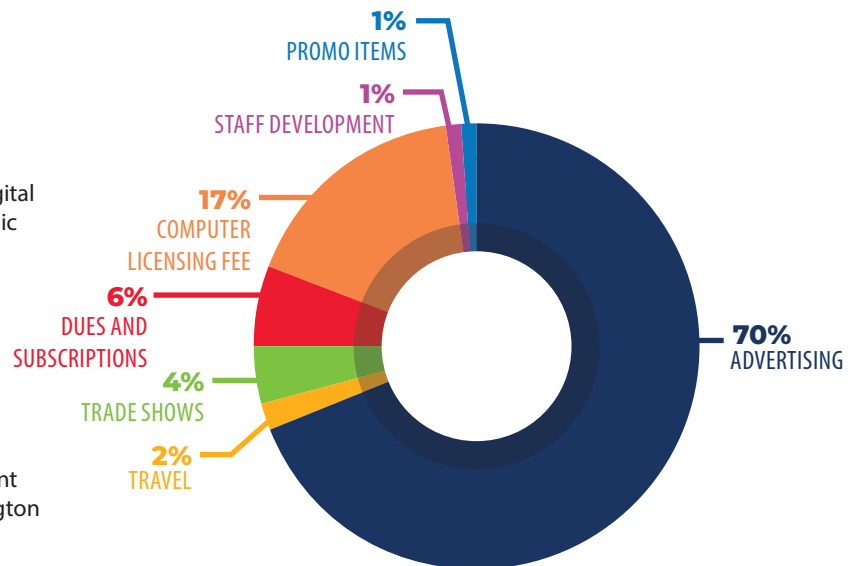
- Taste Washington: \$20,000 (Dec)
- Consumer Travel Show: \$1,300 (Oct)

Total: \$21,300

DUES AND SUBSCRIPTIONS

- Invest in Search Engine Optimization for website: SEO Package: \$36,000 (\$3,000 monthly)

Total: \$36,000



COMPUTER LICENSING FEE

- Website Hosting Fee: \$20,400 (\$1,700 monthly)
- iDSS: \$13,500 (\$3,375 per quarter – Mar, Jun, Sept, Dec)
- Proposal Path/Blue Buzzard: \$1,560 (\$130 monthly)
- Management of Digital Assets: \$12,554 (May)
- Marketing and Creative Platforms: \$5,713 Annually (\$476 monthly)
- Visitor Kiosks and Information Platforms: \$27,000 (May \$17,000 and Dec \$10,000)
- Destination Visitation Data & Research: \$30,000 (\$2,500 monthly)

Total: \$98,727

STAFF DEVELOPMENT

- Continuing Education Training Courses: \$6,000 (Jan, Feb, May and Jun) (\$1,500 registration per staff x4)

Total: \$6,000

PROMO ITEMS

- Registration Bags: \$3,700 (Feb and Aug)
- Logo'd Swag: \$2,000 (Apr and Aug)

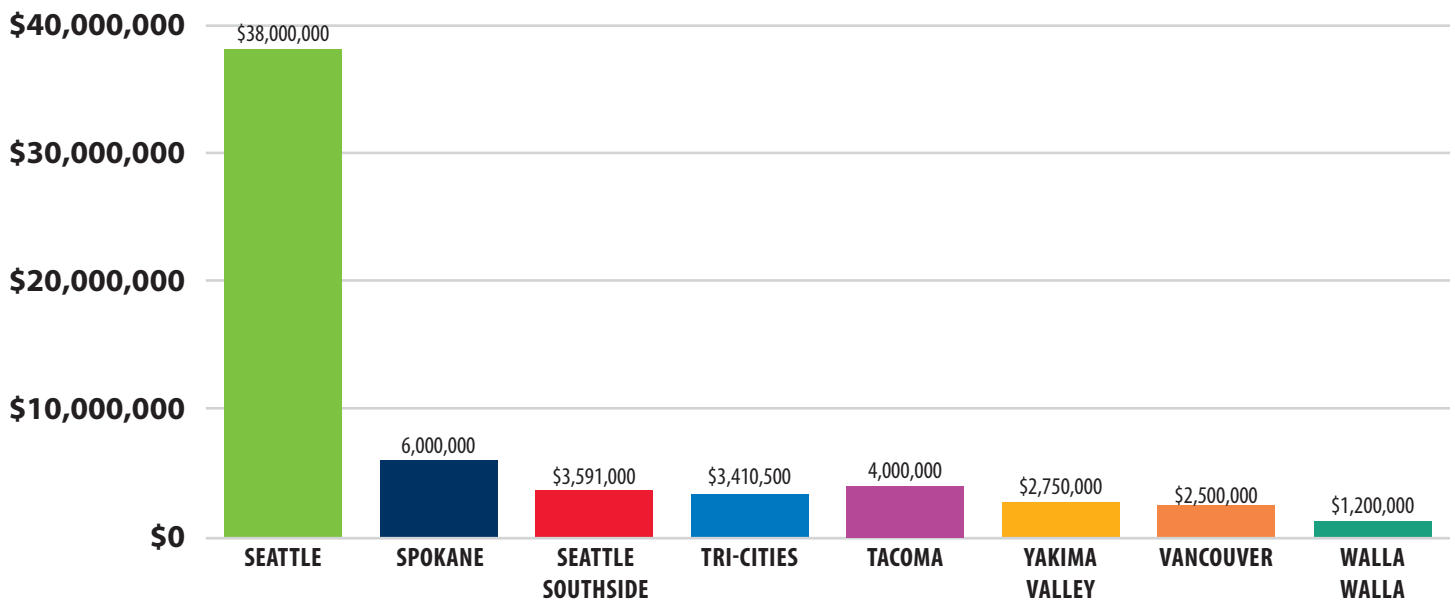
Total: 5,700



DESTINATION MARKETING ORGANIZATION (DMO) FUNDING COMPARATIVE

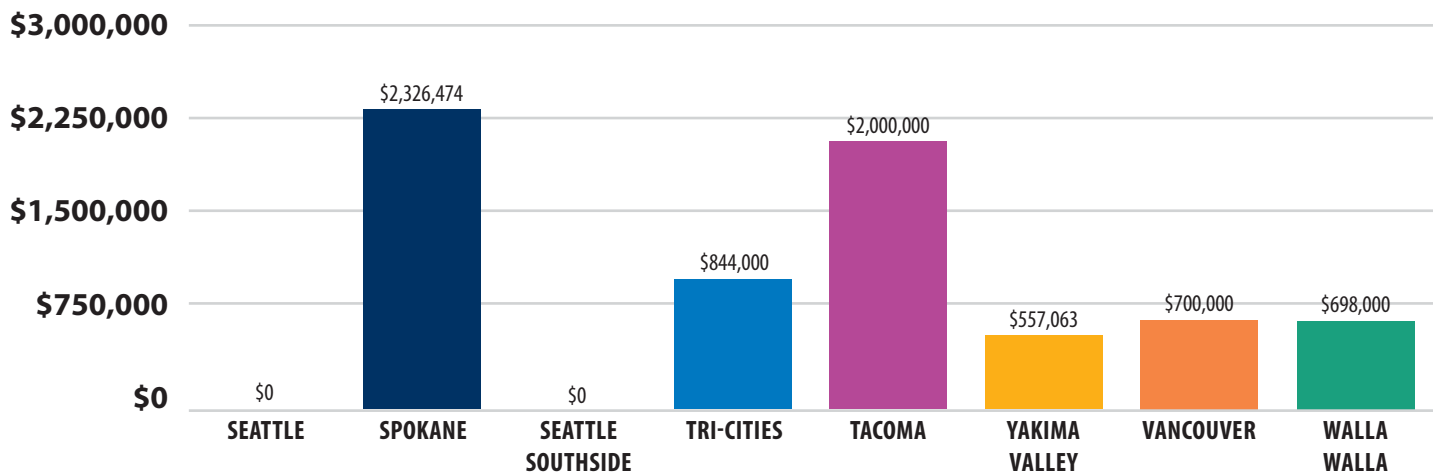
Overall Budget

The following chart provides historical look at a total budget comparative (including Hotel Motel Tax, Membership Investments and Tourism Promotion Assessment) in key competitive markets.



Hotel-Motel Tax Investments

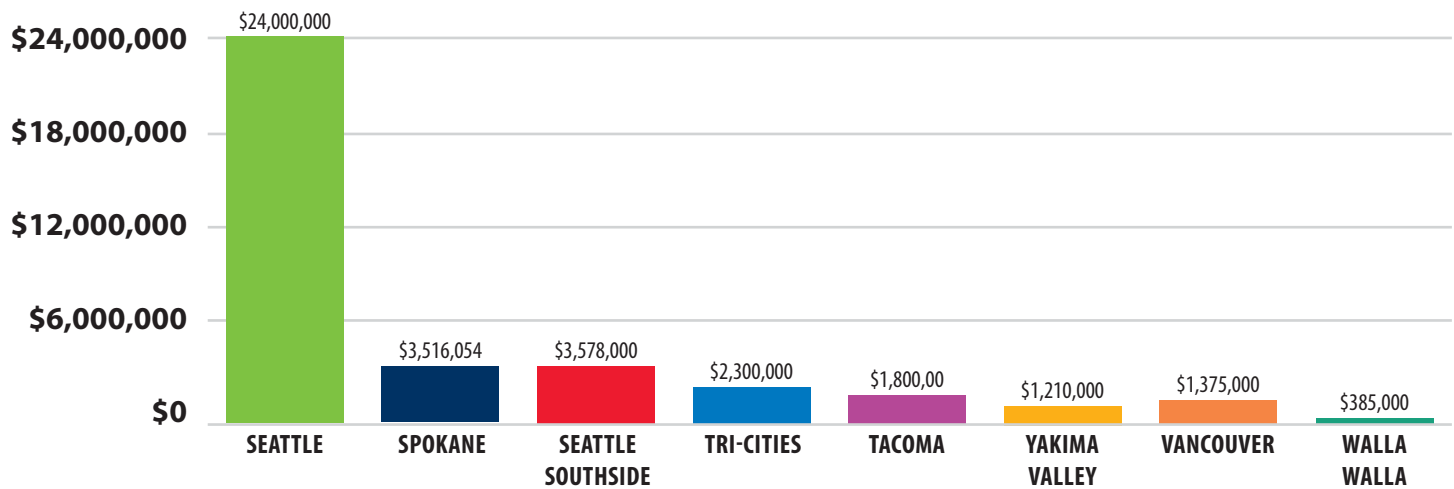
The following chart provides historical look at hotel-motel tax investments in key competitive markets.



DESTINATION MARKETING ORGANIZATION (DMO) FUNDING COMPARATIVE

TPA Budget

The following chart provides historical look at a tourism promotion assessments in key competitive markets.



DESTINATION MARKETING ORGANIZATION (DMO) FUNDING COMPARATIVE

The following chart provides historical look at a total budget comparative (including Hotel Motel Tax, Membership Investments and Tourism Promotion Assessment) in key competitive markets.

COMPETING CITY	DMO BUDGET	NUMBER OF HOTEL ROOMS	\$ SPENT PER ROOM
Visit Seattle	\$38,000,000.00	15,662	\$2,426.25
Visit Spokane	\$6,000,000.00	5,774	\$1,039.14
Travel Tacoma	\$4,000,000.00	7,000	\$571.43
Seattle Southside Tourism Authority	\$3,591,000.00	9,394	\$382.27
Visit Tri-Cities	\$3,410,500.00	3,670	\$929.29
Yakima Valley Tourism	\$2,750,000.00	3,301	\$833.08
Visit Vancouver	\$2,500,000.00	3,665	\$682.13
Walla Walla Tourism	\$1,200,000.00	991	\$1,210.90

The following chart provides historical look at hotel-motel tax investments in key competitive markets.

COMPETING CITY	HOTEL/MOTEL TAX	NUMBER OF HOTEL ROOMS	\$ SPENT PER ROOM
Visit Spokane	\$2,326,474.00	5,774	\$402.92
Travel Tacoma	\$2,000,000.00	7,000	\$285.71
Visit Tri-Cities	\$844,000.00	3,670	\$229.97
Visit Vancouver	\$700,000.00	3,655	\$191.52
Walla Walla Tourism	\$698,000.00	991	\$704.34
Yakima Valley Tourism	\$557,063.00	3,301	\$168.76
Visit Seattle	\$-	15,662	\$-
Seattle Southside Tourism Authority	\$-	9,394	\$-

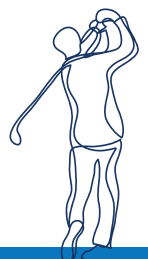
The following chart provides historical look at a tourism promotion assessments in key competitive markets.

COMPETING CITY	TPA	NUMBER OF HOTEL ROOMS	\$ SPENT PER ROOM
Visit Seattle	\$24,000,000.00	15,662	\$1,532.37
Visit Spokane	\$3,516,054.00	5,774	\$608.95
Seattle Southside Tourism Authority	\$3,578,000.00	9,394	\$380.88
Visit Tri-Cities	\$2,300,000.00	3,670	\$626.70
Travel Tacoma	\$1,800,000.00	7,000	\$257.14
Yakima Valley Tourism	\$1,210,000.00	3,301	\$366.56
Visit Vancouver	\$1,375,000.00	3,665	\$375.17
Walla Walla Tourism	\$385,000.00	991	\$388.50

VISIT TRI-CITIES 2025 TPA BUDGET

	REVENUES	2024 BUDGET	2024 FORECAST	2025 PROJECTED BUDGET	2025 BUDGET VARIANCE TO 2024 BUDGET	2025 BUDGET VARIANCE TO 2024 FORECAST
	City of Kennewick	\$899,800	\$930,024	\$920,000	20,200	\$(10,024)
	City of Richland	\$728,200	\$822,990	\$812,000	83,800	\$(10,990)
	City of Pasco	\$572,000	\$580,507	\$568,000	-4,000	\$(12,507)
1000	Total Revenues	\$2,200,000	\$2,333,521	\$2,300,000	100,000	\$(33,521)

	EXPENSES	2024 BUDGET	2024 FORECAST	2025 PROJECTED BUDGET	2025 BUDGET VARIANCE TO 2024 BUDGET	2025 BUDGET VARIANCE TO 2024 FORECAST
5010	Salaries	\$830,438	\$767,361	\$851,000	\$20,562	\$83,639
5012	401k	\$41,650	\$25,726	\$43,700	\$2,050	\$17,974
5015	Health Insurance	\$145,452	\$126,188	\$146,580	\$1,128	\$20,392
5030	Payroll Taxes	\$86,000	\$78,000	\$86,000	\$-	\$8,000
5035	Accounting Services	\$25,747	\$25,491	\$25,747	\$-	\$256
5050	Telephone & Toll free	\$7,200	\$7,139	\$7,200	\$-	\$61
5060	Office Expense	\$9,000	\$8,700	\$9,000	\$-	\$300
5070	Office Insurance	\$7,000	\$5,788	\$7,140	\$140	\$1,352
5080	Postage	\$3,500	\$3,632	\$6,500	\$3,000	\$2,868
5090	Equipment Upkeep	\$20,000	\$18,078	\$20,000	\$-	\$1,922
5092	Visit Mobile	\$4,500	\$4,590	\$6,000	\$1,500	\$1,410
5095	Capital Expenditures	\$15,000	\$14,500	\$15,000	\$-	\$500
5100	Office Rent	\$45,000	\$42,142	\$45,000	\$-	\$2,858
5105	Legal/Professional	\$2,500	\$2,400	\$3,500	\$1,000	\$1,100
5110	Dues & Subscriptions	\$12,609	\$10,450	\$13,409	\$800	\$2,959
5112	Platform Fees	\$60,657	\$55,385	\$87,000	\$26,343	\$31,615
5115	Computer Licensing Fee	\$37,000	\$35,450	\$37,000	\$-	\$1,550
5225	Website Maintenance	\$38,000	\$36,831	\$38,000	\$-	\$1,169
5230	Training	\$13,000	\$12,000	\$17,500	\$4,500	\$5,500
5290	Advertising/Marketing	\$521,427	\$506,759	\$531,304	\$9,877	\$24,545
5300	Promo Items	\$5,800	\$5,800	\$8,400	\$2,600	\$2,600
5310	Bid Fees & Event Support	\$58,000	\$50,629	\$58,000	\$-	\$7,371
5315	Travel	\$48,960	\$45,052	\$53,760	\$4,800	\$8,708
5317	Trade Shows	\$51,560	\$52,748	\$73,260	\$21,700	\$20,512
5500	Opportunity Fund	\$110,000	\$88,500	\$110,000	\$-	\$21,500
	Total Expenses	\$2,200,000	\$2,029,339	\$2,300,000	\$100,000	\$270,661





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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/5/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-151, Establishing Richland City Council Meeting Dates for Calendar Year 2025

Department/Office
City Manager

Ordinance/Resolution Number:
2024-151

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-151, establishing Richland City Council meeting dates for calendar year 2025.

Summary:

Pursuant to RMC 1.01.011, the regular meetings of the city council shall be held the first and third Tuesday evenings of the month, commencing at the hour of 6:00 p.m., in the council chamber at Richland City Hall. In the event that the regular meeting falls on a legal holiday, then the regular meeting shall be held on the next succeeding day; provided, however, that the council, by affirmative vote of at least four members thereof, may, upon good cause being shown, not less than seven days prior thereto, reschedule a regular meeting with appropriate notice as may be provided by law.

In reviewing the anticipated council meeting dates for 2025, a conflict exists with National Night Out/City Fair that is best addressed in advance. Nothing in the proposed resolution limits Council's ability to add additional meetings to the schedule if so desired.

An affirmative vote of at least four (4) councilmembers is necessary to adopt the Richland City Council meeting dates identified in Resolution No. 2024-151 for calendar year 2025.

Staff recommends adoption of Resolution No. 2024-151.

Fiscal Impact: None.

Attachments:

I. Resolution No. 2024-151

RESOLUTION NO. 2024-151

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
ESTABLISHING RICHLAND CITY COUNCIL MEETING DATES
FOR CALENDAR YEAR 2025.**

WHEREAS, pursuant to RMC 1.01.011, the regular meetings of the Richland City Council shall be held on the first and third Tuesday evenings of the month, commencing at the hour of 6:00 p.m., in the Council Chamber at Richland City Hall; and

WHEREAS, RMC 1.01.011 authorizes the City Council, by affirmative vote of at least four (4) members thereof, and upon good cause being shown, to reschedule a regular meeting not less than seven days prior to with appropriate notice; and

WHEREAS, in reviewing the anticipated meeting dates in 2025, a conflict exists with National Night Out/City Fair that is best addressed in advance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the dates listed in the attached **Exhibit A** are hereby adopted as the meeting dates of the Richland City Council for calendar year 2025.

BE IT FURTHER RESOLVED that this Resolution No. 2024-151 does not limit the City Council's ability to call special meetings as authorized by Chapter 42.30 RCW, or to reschedule any of the regular meetings established hereby pursuant to RMC 1.01.011.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of November, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

2025 City Council Meeting Schedule

<i>Month</i>	<i>Date</i>	<i>Day of the Week</i>	<i>Meeting Type</i>	
January	7	Tuesday	Regular	
January	21	Tuesday	Regular	
January	28	Tuesday	Workshop	
February	4	Tuesday	Regular	
February	18	Tuesday	Regular	
February	25	Tuesday	Workshop	
March	4	Tuesday	Regular	
March	18	Tuesday	Regular	
March	25	Tuesday	Workshop	
April	1	Tuesday	Regular	
April	15	Tuesday	Regular	
April	22	Tuesday	Workshop	
May	6	Tuesday	Regular	
May	20	Tuesday	Regular	
May	27	Tuesday	Workshop	
June	3	Tuesday	Regular	
June	17	Tuesday	Regular	
June	24	Tuesday	Workshop	
July	1	Tuesday	Regular	
July	15	Tuesday	Regular	
July	22	Tuesday	Workshop	
August	6	Wednesday	*Regular	*NNO & City Fair
August	19	Tuesday	Regular	
August	26	Tuesday	Workshop	
September	2	Tuesday	Regular	
September	16	Tuesday	Regular	
September	23	Tuesday	Workshop	
October	7	Tuesday	Regular	
October	21	Tuesday	Regular	
October	28	Tuesday	Workshop	
November	4	Tuesday	Regular	
November	18	Tuesday	Regular	
December	2	Tuesday	Regular	
December	16	Tuesday	Regular	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/5/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 3 - Focused Development

Strategic Priority 4 - Quality of Life

Subject:

Resolution No. 2024-152, Authorizing an Agreement with Eric J. Van Alstine d/b/a Tradewinds Heating and Cooling for Weatherwise Program Participation

Department/Office
Energy Services

Ordinance/Resolution Number:
2024-152

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-152, authorizing the City Manager to sign and execute an agreement with Eric J. Van Alstine, d/b/a Tradewinds Heating and Cooling, for participation in the City's Weatherwise Program.

Summary:

City-authorized contractors install energy efficiency improvements for Richland electric utility customers as part of the Energy Services Department's Weatherwise Program. Typical improvements include heat pumps, windows, doors, and building insulation.

Contractors go through a uniform process to qualify as a Weatherwise Program Authorized Contractor. This process includes: 1) satisfactorily completing an application; 2) meeting the licensing, insurance, and bonding requirements; and 3) fee payment and program orientation compliance. The one-time fee is intended to cover program administrative costs. Approved contractors must continue to meet program requirements to remain on the program list.

The Weatherwise Program Authorized Contractor List is on the City's website and is provided to customers inquiring about energy efficiency measures. Staff makes no recommendations to customers about one contractor compared to another. Eric J. Van Alstine, d/b/a Tradewinds Heating and Cooling, has met all application requirements.

Staff recommends approval of Resolution No. 2024-152 to add Tradewinds Heating and Cooling as a Weatherwise Program Authorized Contractor.

Fiscal Impact:

None. The energy efficiency programs are typically funded through Bonneville Power Administration (BPA) programs.

Attachments:

1. Resolution No. 2024-152
2. Proposed Agreement - Eric J Van Alstine

RESOLUTION NO. 2024-152

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A WEATHERWISE CONTRACTOR AGREEMENT
WITH ERIC J. VAN ALSTINE D/B/A TRADEWINDS HEATING AND
COOLING FOR WEATHERWISE PROGRAM PARTICIPATION.**

WHEREAS, the City of Richland operates an electric utility providing customers reliable service at the lowest reasonable cost through wholesale power purchases, efficient operations, and energy efficiency; and

WHEREAS, the City authorizes contractors to install energy conservation improvements for Richland electric customers under the energy efficiency Weatherwise Program; and

WHEREAS, the City specifies program procedures, minimum bonding and insurance requirements, electric heat and conservation improvement requirements, delisting procedures, and other program and regulatory requirements; and

WHEREAS, upon meeting all contractual requirements, and on the condition that licensing and bonding be maintained at all times during participation in the program, Eric J. Van Alstine d/b/a Tradewinds Heating and Cooling will be added as an authorized contractor for the City's Weatherwise Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Weatherwise Contractor Agreement with Eric J. Van Alstine d/b/a Tradewinds Heating and Cooling for participation in the City's Weatherwise Program.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of November, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



CITY-AUTHORIZED CONTRACTOR AGREEMENT

THIS AGREEMENT, made this day, _____, between the **City of Richland**, a municipal corporation and city of the first class located in Benton County, Washington, hereinafter referred to as the "City," and Eric J. Van Alstine, dba Tradewinds Heating & Cooling, hereinafter referred to as "Contractor."

W-I-T-N-E-S-S-E-T-H:

I. Recitals

WHEREAS, the Community directly benefits from promoting energy efficiency within the City's utility service area; and

WHEREAS, effective October 1, 1994, the City entered into the Conservation Resource Acquisition Agreement with the Bonneville Power Administration (BPA) in order to acquire cost-effective conservation resources; and

WHEREAS, the Conservation Resource Acquisition Agreement was superseded by an Energy Conservation Agreement between the City and BPA, effective September 7, 2017, an agreement providing the current legal conditions by which the parties are pursuing cost-effective conservation resources; and

WHEREAS, upon contracting with BPA, the City's Residential Weatherwise Agreement became an extension of the master Conservation Resource Acquisition Agreement and its successor Energy Conservation Agreement; and

WHEREAS, the Energy Conservation Agreement provides the City with the flexibility to determine the conservation program activities and incentive levels necessary to achieve conservation objectives; and

WHEREAS, conservation objectives are achieved through a three-party contracting effort between the City, a City-Authorized Contractor tasked with performing energy-efficient improvements, and the benefiting property owner;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and the terms and conditions hereof, the parties agree as follows:

II. Agreement

1. Scope of Work - Contractor agrees to furnish all labor, materials, bonding, insurance, supervision and equipment required to install energy conservation measures

available through the City's Weatherwise Service. All understandings related to this scope of work shall be in writing. No verbal agreements between the benefiting property Owner ("Owner"), Contractor, and the City will supersede this Agreement.

2. Duration and Termination - The term of this Agreement shall be for one year from the above date, and shall automatically renew on the annual anniversary date each successive year. Either party may terminate this agreement without cause at any time upon thirty (30) days' written notice to the other party.
 - a. Contractor's failure to respond to any requests made by the City related to insurance requirements or bonding information shall result in immediate termination of this Agreement.
 - b. Contractor is obligated to satisfactorily and timely complete all projects that are in progress as of the date of termination of this Agreement.
3. Procedure - The City and Contractor share the responsibility to market and promote the City's Weatherwise Service.
 - a. The City shall market the Weatherwise Service, including City-Authorized Contractors, through utility billing inserts, radio and print advertising, and other appropriate media. In response to a request for a proposal that resulted from the City's marketing efforts, the Contractor shall promote the benefits of energy efficiency and participation in the City's Weatherwise Service to the Owner. The Contractor may also use its own client lists and sales leads to solicit participation in the Weatherwise Service.
 - b. The Contractor may market the Weatherwise Service and their status as a City-Authorized Contractor. All Contractor marketing and advertising that has any reference to the City's Weatherwise Service or their status as a City-Authorized Contractor shall be submitted to the Energy Services Director (ESD) or designee for advance written approval.
 - c. The Contractor's performance goal shall be to consistently obtain a sales amount equal to, or in excess of, the average Contractor Weatherwise Service sales amount. Achievement of the performance goal will be periodically monitored to determine, in the Energy Service Director's reasonable judgment, if the Contractor has achieved the performance goal. The Contractor shall be required to submit a marketing plan to achieve this goal at the time of execution of this Agreement. The marketing plan shall be subject to City review and acceptance.
 - d. No work will be authorized without the Owner's completion of the City's Weatherwise application, and the Contractor's completion of the City's proposal form. The Contractor and Owner share the responsibility to determine whether the building meets the City's Eligibility Criteria, and to indicate such on the Weatherwise proposal. The Contractor is responsible for identifying and informing the City and the Owner of all required actions that do not qualify for payment under the Weatherwise Service. The Contractor shall only propose

materials and equipment that are pre-approved by the City. Contractor shall not receive any payment under this Agreement until City approves final inspection and acceptance of the work performed.

4. Eligibility Criteria - In order to qualify, a home must have electric heating equipment that meets one of the City's Eligibility Criteria defined in the City's loan application. Further, Owners of residences must receive electric utility service from the City.
5. Energy Conservation Measure Availability - Homes must meet the City's energy conservation measure availability defined in the City's Weatherwise Loan Service Standard Terms and Conditions. The Contractor agrees to restrict its weatherization materials, products, and installation methods to those currently approved by the City.
6. Commencement - Once a signed Owner's Application and City proposal form are received, the City will schedule loan closing with the Owner. The City reserves the right to reject any proposal to perform work under this Agreement at the sole discretion of the City.
 - a. All changes that result in an increase in the bid price or increased scope of work after Notice to Proceed is issued must be approved in writing by the City and the Owner. Reductions in the scope of work and cost may be made, and the Weatherwise Statement may be revised, upon City installation acceptance without requiring a revision to the Loan Agreement.
 - b. Contractor shall not commence work on an Owner's residence until an authorized City representative has issued the Notice to Proceed based on the Owner's acceptance of the City's Application, Contractor's Proposal and City Loan Agreement. No new work may be issued to the Contractor by the City until all jobs which have been in progress for more than one-hundred and twenty (120) days have passed all required inspections. The Contractor's failure to complete all work and obtain City inspection and acceptance within one-hundred and twenty (120) days from the date of the City's Notice to Proceed enables the City and/or Owner to cancel the Loan Agreement without incurring Contractor cancellation costs.
 - c. The City may cancel the Loan Agreement for just cause and shall not be responsible for any Owner or Contractor damages.
 - d. Prior to the commencement of work, the Owner may request to cancel the Loan Agreement. Such request to cancel shall be submitted to the City in writing. If the Loan Agreement is canceled by the Owner after the City has given notice to proceed to the Contractor, the Owner is responsible to pay any cancellation costs to the Contractor identified in the proposal.
7. Warranty - Contractor warrants that the work and materials furnished under this Agreement shall comply with accepted industry standards and the requirements established by the City. These requirements are included in this Agreement by

reference. The City may revise its requirements at any time based on one or more health or safety concerns. All other City requirements may be revised semi-annually.

- a. If any defect in the Contractor's workmanship or materials is discovered within two (2) years after the completion of any work, the Contractor shall expeditiously remedy, repair, correct, replace or cause to be remedied, repaired, or replaced at the Contractor's expense such defect in materials or workmanship.
 - b. Sealed insulated glass units and heat pumps shall be warranted against failure for a minimum period of five (5) years. Insulation shall be warranted against failure for a minimum of two (2) years. The Contractor shall provide to the City and the Owner a written warranty for the sealed insulated glass units, heat pumps, and insulation.
 - c. The foregoing warranties shall survive any inspection the City may elect to make.
8. Acceptance and Payment - Upon completion of the work, the Contractor will notify the City that the job is complete, and upon inspection approval by the City and acceptance by the Owner, Contractor may then invoice the City for the amount stated in the Notice to Proceed. The Contractor will be paid within thirty (30) days subsequent to City acceptance of the work and after an acceptable detailed invoice has been received by the City. The Contractor shall promptly pay all subcontractors or materials providers employed by the Contractor in connection with installations undertaken pursuant to this Agreement.
- a. All material and workmanship shall be subject to inspection, examination and testing by duly authorized agents of the City at any time during or after installation of materials. Such inspection will verify the home meets the relevant Eligibility Criteria, and that the energy conservation measures are available and meet all City material and installation requirements. The Owner and Contractor must be present at the time of inspection.
 - b. The City shall have the right to reject defective material and workmanship and/or require its correction without cost or expense to the City or the Owner. Contractor shall be given timely notice of the defect and a reasonable opportunity to cure. In the event the Contractor fails or refuses to correct any defect as set forth herein, the City may, at its option, deduct an equitable amount from any payment owing or to be owed to the Contractor, or take such other steps as it deems appropriate.
 - c. The City reserves the right to levy penalty charges for re-inspection due to work or materials failing previous inspection. Charges will be billed to the Contractor on a monthly basis. The City reserves the right to collect re-inspection penalty charges which are outstanding and past due by deducting the amount owing for re-inspection from subsequent payments owed to the Contractor for completed work.

- d. If the Contractor's work fails to pass on the third inspection, the City may, in consultation with the Owner, determine to correct the work and deduct the cost from the amount due the Contractor.
 - e. The Owner may submit a written complaint within five (5) business days of City inspection acceptance. If an Owner complaint is not received in writing within five business days of City inspection acceptance, the materials and their installation have been accepted by the Owner. If in the opinion of the Energy Services Director a reasonable written complaint is received within this period the City may withhold payment to the Contractor. The Contractor must resolve reasonable Owner written complaints within five business days of receipt. If the Owner and Contractor cannot resolve the complaint within ten business days of City inspection acceptance, the Contractor agrees to relieve the City from all responsibilities including payment under this Agreement.
9. Indemnification/Hold Harmless - The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
10. Waiver of Liens - Contractor understands that the City does not wish construction liens or materialmen's liens to be placed upon the property of participating Owners as a result of any services or materials provided by Contractor pursuant to the City's Weatherwise Service. Therefore, Contractor hereby waives any common law or statutory right it may have to any construction, materialmen, or other lien against such property, and agrees that it will not file, nor by failure to pay any materialmen or subcontractor, cause any other person to file a construction, materialmen, or other lien against the real property owned by participating Owners.
- a. If Contractor does file, or permits to be filed, or by its failure to pay lawful obligations causes to be filed any such lien in contravention of this Agreement, without City approval, the City, without prejudice to any other rights it may have, may take such action it deems necessary or advisable so as to remove any such lien, and Contractor shall reimburse the City for all expenses, including attorney's fees, incurred by the City in resolving the issue of the lien and obtaining or attempting to release the lien.

- b. Advance City permission to file such liens may be obtained on a case-by-case basis under certain conditions. A contractor's request to file such liens shall be made in writing to the Energy Services Director. The request shall identify a justifiable reason for the lien.

11. Liability Insurance -

- a. *Duty to Obtain*: The Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.
- b. *No Limitation*: Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. *Minimum Scope of Insurance*: Contractor shall obtain insurance of the types described below:
 - i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, contractors' pollution liability, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
 - iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- d. *Minimum Amounts of Insurance:* Contractor shall maintain the following insurance limits:
 - i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
 - e. *Other Insurance Provision:* The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
 - f. *Acceptability of Insurers:* Companies writing the insurance to be obtained under this Agreement shall be licensed to do business under Chapter 48 RCW. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII, and the ratings shall be indicated on the insurance certificates.
 - g. *Verification of Coverage:* Prior to commencement of work, Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor.
 - h. *Subcontractors:* The Contractor shall be solely responsible for determining the insurance coverage and limits required, if any, to be obtained by all subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
12. Bonding - In accordance with the Revised Code of Washington (RCW) 39.08 and (where applicable) RCW 60.28, Contractor shall provide the City with a payment bond and a performance bond covering all work performed under this Agreement, in an amount of not less than \$25,000. Each bond shall be executed on the forms provided by the City and must be issued by a company registered to do business in the State of Washington.
13. Certifications and Permits - The Contractor shall give all required notices and comply with all applicable laws, ordinances, rules and regulations, and certification requirements, and shall procure and pay for all necessary municipal or other governmental permits, licenses and inspections.
- a. Heat Pump contractors shall employ a minimum of one Refrigeration Service Engineer's Society (R.S.E.S.) certified employee to maintain its status as a City-Authorized Heat Pump Contractor.

- b. All Contractors shall request an in-progress inspection from the Energy Services Business Services Division for construction work that may become concealed (e.g., closed-blows and advanced air-sealing).
 - c. Copies of all required permits and certifications, including, but not limited to a City building permit, State electrical permit, Air Pollution Control Authority asbestos abatement permit, and insulation certification shall be attached to the invoice for each completed job.
 - d. In the event the Energy Services Business Services Division inspector does not complete both inspections on behalf of the City, the Contractor will be required to request an inspection from both the City's Building Inspection Division and Business Services Division for all work performed under this Agreement.
14. Subcontractors - The Contractor is solely responsible for identifying and hiring a competent subcontractor to perform subcontracted work. Contractor shall be fully responsible to the City and Owner for acts or omissions of any subcontractor performing any portion of the work under this Agreement, or any person directly or indirectly employed by the Contractor, and nothing contained herein shall create any contractual relationship between subcontractors and the City. Contractor is responsible for ensuring all subcontractors' compliance with the terms of this Agreement, and for immediately addressing issues raised by the City regarding subcontractor performance.
15. Kickbacks - Kickbacks, rebates, price reductions or inducements for participation or non-participation or other non-service benefits from the Contractor to an Owner are strictly prohibited, and such acts may be subject to prosecution or civil action under federal law. Bid rigging or bid collusion may subject the parties to triple damages under federal law in addition to any other penalties prescribed by law.
16. Clean-up - Contractor shall at all times keep Owner's premises and work areas free from accumulation of waste materials or rubbish, and prior to completion of work, remove any rubbish from the premises, including but not limited to tools, scaffolding, equipment, and materials. Upon completion of work, Contractor shall leave the premises in a condition satisfactory to the City and the Owner. In the event the Contractor fails to comply with any of the foregoing in a prompt and workmanlike manner after reasonable notice, the City may, after such notice, perform the clean-up work and removal at the expense of the Contractor. Expenses associated with the City's clean-up and removal of waste and/or materials on the Contractor's behalf shall be deducted from any balance owing to Contractor for completed work before final payment is made.
17. Independent Contractor - Contractor is an independent contractor. This is no partnership, agency, or employment of contractor relationship between Contractor or any of the Contractor's employees and the City. The parties expressly understand and agree that the equipment used, and the personnel employed by Contractor in performing the work contemplated by this Agreement shall at all times be under the sole and exclusive control of the Contractor. The Contractor shall not create any

obligation or assume any responsibility for the City, nor shall the Contractor attempt to bind the City in any way whatsoever; nor shall Contractor represent in any manner that he or she is an agent of the City or associated or affiliated with the City in any capacity other than as an independent contractor. The parties' express intent is that no vicarious liability be created by the contractual relationship between Contractor and the City.

18. Assignment - Contractor shall not assign or transfer any right, title or interest under the terms of this Agreement without the prior written approval of the City.
19. Survival - The provisions covering Warranty, Waiver of Liens and Indemnification shall survive termination, cancellation, or expiration of this Agreement.
20. City-Authorized Contractor List - The City Authorized Contractor List will be posted on the City's website at www.ci.richland.wa.us/EnergyServices as an alphabetized list of authorized contractors.
21. Violations – The following procedure shall be followed for all perceived violations of this Agreement:
 - a. If the City has reason to believe that Contractor is in violation of this Agreement, the Energy Services Director shall promptly notify Contractor in writing of the violation. The written notice shall set forth the nature of the alleged violation and identify the desired remedy.
 - b. Contractor shall respond in writing within thirty (30) days of receipt of such notice. Contractor's response shall either be: 1) an indication and explanation that the violation has been cured, along with any supporting documentation to evidence the cure; or 2) a written cure plan that satisfies the Energy Services Director; or 3) an explanation that refutes the alleged violation with documentation to support Contractor's position that the alleged violation did not occur.
 - c. If, after review, the Energy Services Director agrees that no violation occurred, no further action is necessary. However, if, after review, the Energy Services Director determines in his reasonable judgment that the violation has not been cured within the time allowed, and no satisfactory cure plan has been presented and approved, Contractor may be removed from the City-Authorized Contractor list, and City may take any action authorized by law or equity to enforce the terms of this Agreement.
 - d. If the nature of the violation is such that it cannot be fully cured within thirty (30) days due to circumstances beyond Contractor's control, the period of time in which Contractor must cure the violation may be extended in writing by the Energy Services Director for such additional time as is reasonably necessary to complete the cure, provided that: 1) Contractor shall have promptly commenced the cure; and 2) in the Energy Services Director's reasonable judgment, Contractor is diligently pursuing its efforts to cure the violation. If, in the Energy Services Director's reasonable judgment, the violation has not been

cured within the extended time allowed, Contractor may be removed from the City-Authorized Contractor list, and City may take any action authorized by law or equity to enforce the terms of this Agreement.

- e. In the event a Contractor's name is removed from the City-Authorized Contractor list, Contractor may request to be reinstated on the list by curing violation(s) of this Agreement or providing a cure plan that satisfies the Energy Services Director.
 - f. The Energy Services Director may authorize a Contractor who has been voluntarily or involuntarily removed from the City-Authorized Contractor list to complete work under the Weatherwise Service. Such authorization would permit the Contractor to serve owners, but the Contractor would not enjoy the benefits of being listed as a City-Authorized Contractor.
22. Amendments - All amendments to this Agreement, except as identified herein, shall be in writing and signed by both parties. The Weatherwise Material & Installation Specifications, the Eligibility Criteria definitions, and the definitions of Energy Conservation Measure Availability are incorporated by reference into this Agreement and may be periodically amended by the City in its sole discretion. When written changes to referenced documents are issued by an authorized City representative, the amendments shall automatically become effective and incorporated into this Agreement.
23. Asbestos Notice to Contractors - Notice is hereby given that there is a strong possibility that many heating, ventilation, and air conditioning systems and prefabricated, pre-cut, government-built and other buildings located within the City of Richland contain asbestos. Contractors are solely responsible for taking proper precautions to protect their employees, the benefiting property Owners, and their tenants from the release of asbestos fibers into the environment. Contractor shall immediately notify the City if any area of a structure has had any asbestos removed by other than an EPA-approved procedure documented in writing by an EPA-certified contractor. Any structure that is known or suspected to have had asbestos removed shall be considered as contaminated until decontamination has been performed and certified, and all written documentation has been accepted by the City. Decontamination and all other types of asbestos abatement are costs borne by the Owner. The Contractor is responsible for determining and documenting on the City's proposal form whether the scope of work will affect or disturb asbestos.
24. Covenant Not to Compete/Conflict of Interest - For a period of two (2) years following the completion of City service by a City employee, the City shall not transact business or interface with any former City employee who has been directly concerned or who personally participated in the activities which form the subject of this Agreement while they were employed by the City of Richland. The City shall have the right to request replacement of the former City employee by another company employee who does not have this conflict of interest. The City retains the right to terminate this Agreement should the Contractor not comply with the request.

25. Americans with Disabilities Act - The City of Richland adheres to and promotes the requirements of the federally legislated Americans with Disabilities Act of 1990. By signing this Agreement, the Contractor certifies and agrees that they will adhere to and promote the requirements of the Americans with Disabilities Act. The Contractor will assure that a similar statement to this certification will become a part of all agreements with any subcontractor with whom they contract.
26. Notices - All notices required to be given to Contractor or City under this Agreement shall be in writing and shall be deemed served when delivered by hand or by Federal Express or similar service during normal business hours; or when mailed via certified mail, return receipt requested. The parties may, upon mutual agreement, determine to accept notice via email.

Notices shall be given to the following:

For the City of Richland For the Contractor:

Energy Services Director
City of Richland
625 Swift Blvd., MS-23
Richland, WA 99352
(509) 942-7403

Owner's Name: _____
Company Name: _____
Mailing Address: _____
City, State Zip _____
Business Phone: _____
Business Fax: _____
Contact Email: _____

27. Severability - If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.
28. Governing Law/Forum Selection - Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement. Contractor expressly agrees to submit to personal jurisdiction in Benton County Superior Court.
29. Legal Action - The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the prevailing party will be awarded its reasonable attorney's fees and costs in action.

IN WITNESS WHEREOF, the Contractor has obtained all certificates, bonds, licenses, certifications and insurance in compliance with this Agreement, and the parties have

entered into the City-Authorized Contractor Agreement as of the day and year written below.

CITY OF RICHLAND, WASHINGTON

ERIC J. VAN ALESTINE
dba Tradewinds Heating & Cooling

Company Name

Jon Amundson
City Manager

Date

Authorized Representative

Date

Printed Name

ATTEST:

Jennifer Rogers
City Clerk

APPROVED AS TO FORM:

Heather Kintzley
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/5/2024

Agenda Category: Items - Approval

Strategic Priority 2 - Financial Sustainability Strategic Priority 1 - High Performance Government

Subject:

Appointment to the Utility Advisory Committee: Colton Wallin

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Appoint Colton Wallin to Position No. 6 on the Utility Advisory Committee.

Summary:

The term for Position No. 6 on the Utility Advisory Committee (UAC) expired on September 30, 2024. Three (3) applications were received during the recruitment period. UAC Council Liaison Whitten, Staff Liaison Whitney, and Chair Larkin interviewed two (2) candidates and recommend the appointment of Colton Wallin.

The three (3) year term for Position No. 6 will be effective immediately after Council appointment and will run through September 30, 2027.

Application packets are on file in the City Clerk's Office.

Fiscal Impact:

None.

Attachments:

- I. Utility Advisory Committee Staff Recommendation Memo

CITY OF RICHLAND
ENERGY SERVICES

625 Swift Boulevard, MS-23
Richland, WA 99352
(509) 942-7390



MEMORANDUM

TO: City Clerk, Jennifer Rogers

FROM: Administrative Assistant II, Arturo Mata

THROUGH: Energy Services Staff Liaison, Clint Whitney

DATE: October 15, 2024

SUBJECT: Utilities Advisory Committee Candidate Recommendation

Three (3) application packets were received after advertising for a vacancy of Position 6 on the Utility Advisory Committee (UAC).

Council Liaison Whitten, UAC Chair Larkin, UAC Vice-Chair Porter, and Staff Liaison Whitney reviewed the candidate packets. Two (2) of the candidates were interviewed on October 11, 2024. The selected applicant has experience with risk analysis, return on investments, system optimizations, and knowledgeable of the purpose and role of the committee as subject matter experts for City Council. The selected applicant's experience is relative and can be beneficial to the City as a UAC member.

As a result, the recommendation is for Council to appoint Colton Wallin to the vacant UAC position as:

Position No. 6 Colton Wallin



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/5/2024

Agenda Category: Items of Business

Strategic Priority 2 - Financial Sustainability

Subject:

Ordinance No. 2024-35, Approving a Change to the 2025 Ad Valorem Tax over the Prior Year

Department/Office
Finance

Ordinance/Resolution Number:
2024-35

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2024-35, approving the 2024 ad valorem tax increase over the prior year.

Summary:

Richland City Council sets the property tax levy during the annual budget process. For 2025, it is proposed that the City approve an increase of 1% to the regular levy. The 1% increase is prior to changes arising from new construction values, annexations, refunds, and increases in state-assessed property ("add-ons").

Ordinance No. 2024-35 authorizes, as required by statute, the increase of the regular levy over the prior year in terms of dollar amount and percentage. Upon approval, the City Clerk is directed to certify the increase to the Benton County Board of Commissioners and the Benton County Assessor by providing a certified copy of the Ordinance.

Staff recommends approval of Ordinance No. 2024-35 for second reading and passage.

Fiscal Impact:

Approval of Ordinance No. 2024-35 will increase the base regular levy for 2025 by \$207,869 before new construction, annexations, refunds and increases in state-assessed property.

Attachments:

- I. Ordinance No. 2024-35

ORDINANCE NO. 2024-35

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
RELATING TO THE INCREASE IN THE CALENDAR YEAR 2025
AD VALOREM PROPERTY TAX LEVY OVER THE AMOUNT
LEVIED IN THE PREVIOUS YEAR.**

WHEREAS, the Richland City Council has met and considered its budget for the calendar year 2025; and

WHEREAS, the Richland City Council, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Richland requires an increase in property tax revenue from the previous year, in addition to increases resulting from the addition of new construction, annexation, refunds and improvements to property and any increase in the value of state-assessed property, in order to discharge the expected expenses and obligations of the City of Richland and in its best interest; and

WHEREAS, the City of Richland's actual regular levy amount from the previous year was \$20,786,904; and

WHEREAS, the population of the City of Richland is more than 10,000.

NOW, THEREFORE, BE IT ORDAINED by the City of Richland as follows:

Section 1. An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2025 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be two hundred seven thousand, eight hundred and sixty-nine dollars (\$207,869) which is a percentage increase of one percent (1%) from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state-assessed property, any annexations that have occurred and refunds made.

Section 2. The City Clerk is hereby directed to provide a certified copy of this Ordinance to the Benton County Board of Commissioners and the Benton County Assessor.

Section 3. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

This space intentionally left blank.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of November, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: October 15, 2024

Second Reading: November 5, 2024

Date Published: November 10, 2024



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/5/2024

Agenda Category: Items of Business

Strategic Priority 2 - Financial Sustainability

Subject:

Ordinance No. 2024-36, Approving the 2025 Ad Valorem Tax and Property Tax Levies

Department/Office
Finance

Ordinance/Resolution Number:
2024-36

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2024-36, approving the 2025 ad valorem tax and property tax levies.

Summary:

City Council sets the property tax levy during the annual budget process. Ordinance No. 2024-36 establishes the estimated dollar amount of the regular levy, the refund levy, and the voted library construction bond levy. Ordinance No. 2024-36 also authorizes the levies to be certified to the Benton County Board of Commissioners and the Benton County Assessor.

The amounts in the Ordinance are based on preliminary numbers received from the Benton County Assessor. Amounts certified to Benton County limit the final calculated levy, so care must be taken to avoid locking in a levy amount that is too low before the values for all add-ons are known. Attached is an analysis of three options for the levy: a 1% increase, a 0% increase, and the maximum lawful levy.

For 2025, Ordinance No. 2024-36 includes an increase in the regular levy by 1%. This increase is in addition to any increases arising from new construction values, annexations, refunds, and increases in state-assessed property ("add-ons").

Staff recommends approval of Ordinance No. 2024-36 for second reading and passage.

Fiscal Impact:

At this time, the state-assessed property values and new construction values are still preliminary. As such, the estimated 2025 levy is still subject to change. However, any changes at this point should be relatively minor.

Attachments:

1. Ordinance No. 2024-36
2. 2025 Ad Valorem Tax Options

ORDINANCE NO. 2024-36

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
RELATING TO THE AD VALOREM PROPERTY TAX LEVIED
FOR THE CALENDAR YEAR 2025.**

WHEREAS, pursuant to RCW 84.55.120, the City of Richland duly noticed the public hearing held on October 15, 2024 to consider the City of Richland's revenue sources for the City's following year current expense budget; and

WHEREAS, the Richland City Council, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Richland requires an increase in property tax revenue from the previous year, in addition to increases resulting from the addition of new construction, annexation, any refunds and improvements to property and any increase in the value of state-assessed property, in order to discharge the expected expenses and obligations of the City of Richland and in its best interest.

NOW, THEREFORE, BE IT ORDAINED by the City of Richland as follows:

Section 1. In accordance with RCW 84.52.020, the City Clerk is hereby directed to certify to the Benton County Board of Commissioners and the Benton County Assessor that the Richland City Council requests the following levy amounts be collected in 2025 as provided in the City's budget, which was adopted after the October 15, 2024 public hearing:

Regular Levy:

General Fund and

RAISE Area Debt Service Fund \$21,550,000 (Preliminary Estimate)

Refund Levy: \$ 0

Library Debt Service Fund \$ 1,682,800

TOTAL \$23,232,800 (Estimated)

Section 2. The taxes shall be collected and paid to the City Treasurer at the same time and in the same manner as provided by the laws of the State of Washington relating to collection of taxes in the cities of the first class.

Section 3. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

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PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of November, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: October 15, 2024

Second Reading: November 5, 2024

Date Published: November 10, 2024

CITY OF RICHLAND
2025 AD VALOREM PROPERTY TAX OPTIONS - PRELIMINARY
FOR REGULAR LEVY AND SPECIAL LEVIES

Home Value	2024 Levy Current Tax Dollars & Rate	2025 Proposed Budget	Option 2	Option 3
		Option 1 1% Increase Current Tax + 1% (+ New Const \$480,439) (+ Annexations \$0) (+ Admin. Refund \$0)	No Increase Current Tax + 0% (+ New Const \$480,439) (+ Annexations \$0) (+ Admin. Refund \$0)	Current Max \$22,196,542 + 1% (+ New Const \$480,439) (+ Annexations \$0) (+ Admin. Refund \$0)
\$600,000	\$1,151	\$1,133	\$1,123	\$1,203
\$500,000	\$959	\$944	\$936	\$1,002
\$400,000	\$767	\$755	\$748	\$802
\$300,000	\$575	\$566	\$561	\$601
\$200,000	\$384	\$378	\$375	\$401
Regular Levy:				
Tax Dollars	\$20,786,904 *	\$21,475,212	\$21,267,343	\$22,898,946
Levy Rate	\$1.7804	\$1.7506	\$1.7337	\$1.8667
Regular Levy Assessed Valuation	\$11,675,343,501	\$12,267,247,169	\$12,267,247,169	\$12,267,247,169
Special Levy:				
Tax Dollars - Library	\$1,603,948 *	\$1,682,800	\$1,682,800	\$1,682,800
Levy Rate	\$0.1378	\$0.1376	\$0.1376	\$0.1376
Special Levy Assessed Valuation	\$11,641,220,129	\$12,233,123,797	\$12,233,123,797	\$12,233,123,797
Grand Total All Levies				
Total Tax Dollars	\$22,390,852	\$23,158,012	\$22,950,143	\$24,581,746
Total Levy Rate	\$1.9182	\$1.8882	\$1.8713	\$2.0043
Regular Levy Tax \$ Differential (Option vs. Recommended):		\$0	-\$207,869	\$1,423,734



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/5/2024

Agenda Category: Items of Business

Strategic Priority 2 - Financial Sustainability

Subject:

Ordinance No. 2024-37, Approving the 2025 Budget and the 2025-2030 Capital Improvement Plan

Department/Office
Finance

Ordinance/Resolution Number:
2024-37

Document Type:
Ordinance

Recommended Motion:

Give first reading to Ordinance No. 2024-37, approving the 2025 Budget and the 2025-2030 Capital Improvement Plan.

Summary:

Richland City Council received the proposed 2025 Budget and 2025-2030 Capital Improvement Plan (CIP) on October 1, 2024. A revenue hearing was also conducted at the October 15, 2024 City Council meeting. The preliminary hearing and presentation of the budget and CIP will be held at the City Council meeting on November 5, 2024, followed by the final budget hearing on November 19, 2024.

The first reading of the ordinance adopting the 2025 Budget is scheduled for November 5, 2024. The second reading and passage of the 2025 Budget ordinance is scheduled for November 19, 2024.

Staff recommends approval of Ordinance No. 2024-37 for first reading.

Fiscal Impact: The proposed total 2025 budgeted appropriations for all funds is \$358,329,864.

Attachments:

1. Ordinance No. 2024-37
2. 2025 Budget-CIP Public Hearing Presentation

ORDINANCE NO. 2024-37

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, ADOPTING THE 2025 ANNUAL BUDGET FOR THE CITY OF RICHLAND, INCLUDING THE 2025-2030 CAPITAL IMPROVEMENT PLAN.

BE IT ORDAINED by the City of Richland as follows:

Section 1. Budget Adopted. The Annual Budget of the City of Richland for the year 2025, including the 2025-2030 Capital Improvement Plan, and each and every fund thereof as fixed and determined in the Proposed Budget for the year 2025, as revised by the City Council, is hereby adopted as the Budget of the City for the calendar year 2025. The total appropriations for each of the funds of the City of Richland are as follows:

Funds	Total Estimated Revenues	Appropriated Beginning Fund Balances	Est. Revenues & Approp. Fund Balance	Total Appropriations
General Fund	\$ 74,291,946	\$ 8,550,730	\$ 82,842,676	\$ 82,842,676
Special Revenue Funds:				
City Streets	4,832,474	198,950	5,031,424	5,031,424
Transportation Benefit District	1,030,000	-	1,030,000	1,016,213
Park Reserve	639,286	-	639,286	251,544
Industrial Development	5,493,798	907,528	6,401,326	6,401,326
Criminal Justice	104,460	-	104,460	81,639
Public Safety Sales Tax	2,573,000	2,100,929	4,673,929	4,673,929
BCES Operations	7,391,717	-	7,391,717	7,391,717
Hotel/Motel Tax	1,481,232	592,343	2,073,575	2,073,575
Special Lodging Assmnt	830,000	-	830,000	830,000
Community Dev. Block Grant	295,000	-	295,000	295,000
HOME	949,394	-	949,394	949,394
Debt Service Funds:				
LTGO Bonds	1,288,015	-	1,288,015	1,277,145
Fire Station 74	675,356	-	675,356	673,156
Library Remodel	1,623,000	99,800	1,722,800	1,722,800
LRF Debt Service	657,310	-	657,310	657,310
LID Guaranty	20,000	-	20,000	30
Special Assessment	1,583	-	1,583	-
Capital Projects Funds:				
Streets Capital Projects	23,289,988	-	23,289,988	23,279,988
Capital Improvement	3,024,000	1,049,366	4,073,366	4,073,366
Parks Capital Projects	1,852,000	-	1,852,000	1,852,000

Funds	Total Estimated Revenues	Appropriated Beginning Fund Balances	Est. Revenues & Approp. Fund Balance	Total Appropriations
Enterprise Funds:				
Electric	80,840,860	7,840,014	88,680,874	88,680,874
Water	21,412,733	4,968,605	26,381,338	26,381,338
Wastewater	15,238,935	5,023,463	20,262,398	20,262,398
Solid Waste	24,129,650	3,844,268	27,973,918	27,973,918
Stormwater	2,165,050	1,078,377	3,243,427	3,243,427
Golf Course	2,518,073	-	2,518,073	2,450,919
Medical Services	7,914,415	2,301,584	10,215,999	10,215,999
Broadband	396,200	317,579	713,779	713,779
Internal Service Funds:				
Equipment Maintenance	6,357,081	-	6,357,081	6,253,519
Equipment Replacement	8,366,786	-	8,366,786	5,554,140
Public Works Adm & Eng.	5,427,203	134,979	5,562,182	5,562,182
Workers Compensation	2,443,638	-	2,443,638	1,611,629
Employee Benefits	13,585,952	-	13,585,952	12,942,256
Unemployment	80,548	-	80,548	70,236
Post Employment Benefit	1,140,379	-	1,140,379	1,039,018
Totals	\$ 324,361,062	\$ 39,008,515	\$ 363,369,577	\$ 358,329,864

Section 2. Salaries and Wages. The total cumulative salaries and wages set forth in in the budget document represent the maximum approved expenditure, subject to the requirements and limitations set forth in the Compensation Plan for Unaffiliated Employees and Collective Bargaining Agreements for Affiliated Employees, or other contracts approved by Council. In the interests of operational efficiency and business need, the City Manager may amend salaries and wages within departments and divisions as long as the total labor budget is not exceeded.

Section 3. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____

2025 Budget & Capital Improvement Plan

November 5, 2024

BUDGET 2025



Items Not Included

FTEs not approved:

- Three Commissioned Police Staff
- Asset Manager – Parks & Public Facilities
- Deputy Fire Chief – Risk Reduction
- Information Technology Director
- Streets Maintenance Lead Craftswoman
- Utility Craftswoman – Water Maintenance
- General Craftswoman – Water Maintenance
- Landfill Operator II

Expanded Programs not approved:

- Remote Control Flail Mower – Stormwater Facilities
- Richland Community Center Gym Equipment Replacement
- Portable Camera/Crawler Outpost
- CAT 836K Compactor – Landfill
- CAT D9 Waste Handler - Landfill



BUDGET 2025

Items Not Included

- CIP

- | | |
|---------------------------------------|-----------|
| • Shops 100 Server Room HVAC Upgrades | \$500,000 |
| • Traffic Signal SCADA Replacement | \$100,000 |
| • City Shops Landscape Beautification | \$50,000 |



BUDGET 2025

Personnel Changes

- Total increase of 6.0 FTE incorporated in the 2025 budget.
 - General Fund – 4.0 FTE
 - Police – 2.0 FTE
 - Fire – 1.0 FTE
 - Development Services – 1.0 FTE
 - Equipment Replacement – 1.0 FTE
 - Water Maintenance – 1.0 FTE



BUDGET 2025

2025 Budget – All Funds

Balanced budget for 2025

Total Appropriations for All Funds

- \$358,329,864
 - Approximately \$2,700,000 decrease from the preliminary budget
- Increase from 2024 budget of 14.5%



BUDGET 2025

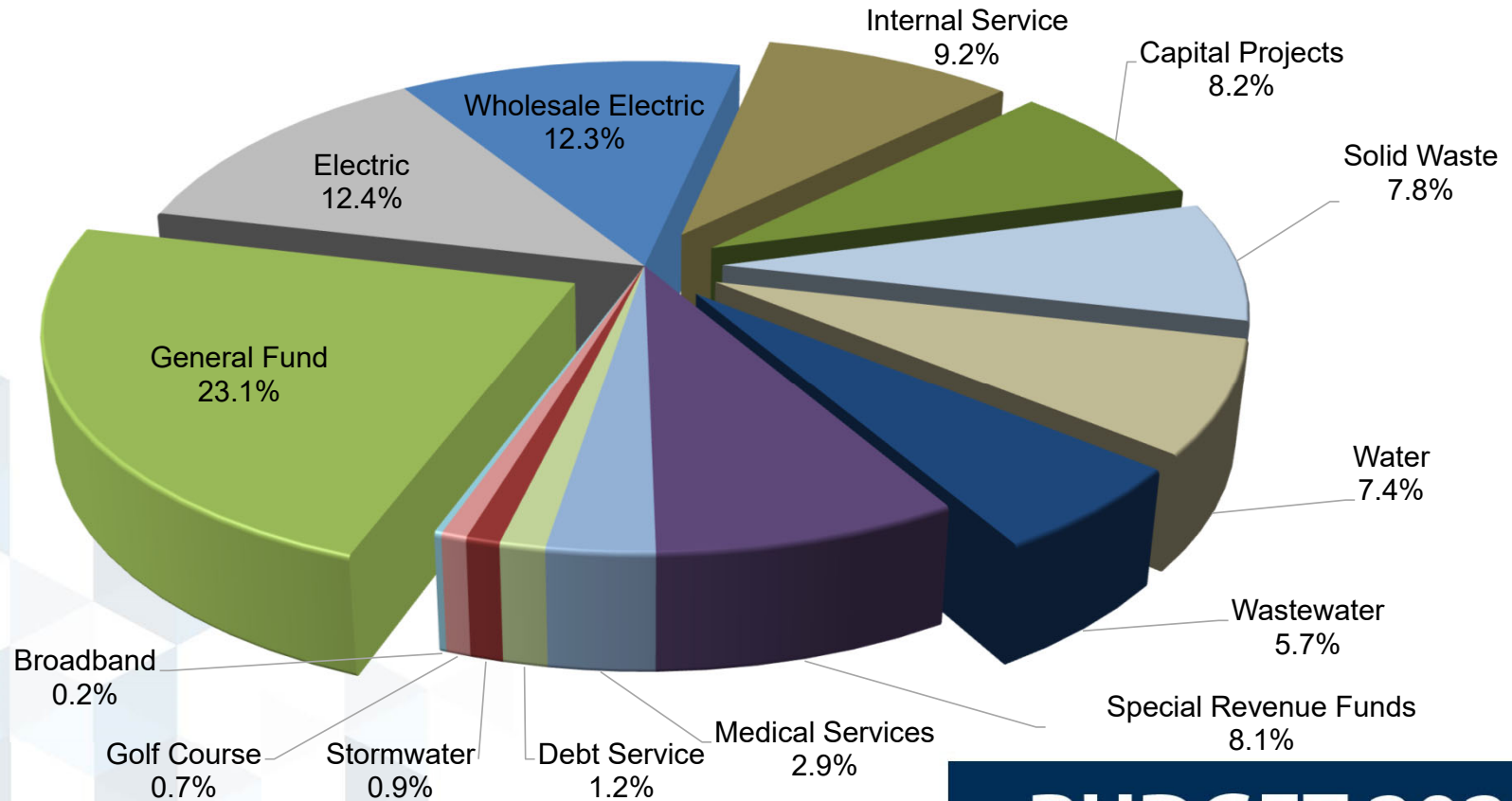
Changes from Preliminary Budget

- \$275,000 – Increase in various General Fund revenues based on historical trends and current year projections.
- \$190,000 – Offsetting increase to revenues and expenditures in the Special Lodging Assessment Fund to reflect historical trends.
- \$95,000 – Increase to General Fund salaries, supplies and training for increases in minimum wage and contractual obligations.
- \$900,000 – add interdepartmental transfer revenue into the Public Works Admin & Engineering Fund to balance transfers.
- \$5,975,000 – Updated Water revenues to reflect fees that will be received related to expansion into the NACEP.
- \$3,000,000 – Moved portion of Grit Works CIP project in Wastewater to 2026 to better reflect the expected project schedule.
- \$2,000,000 – Increased loan proceeds for the Landfill Expansion CIP and changed the loan source from Public Works Board to Washington State LOCAL financing program.



BUDGET 2025

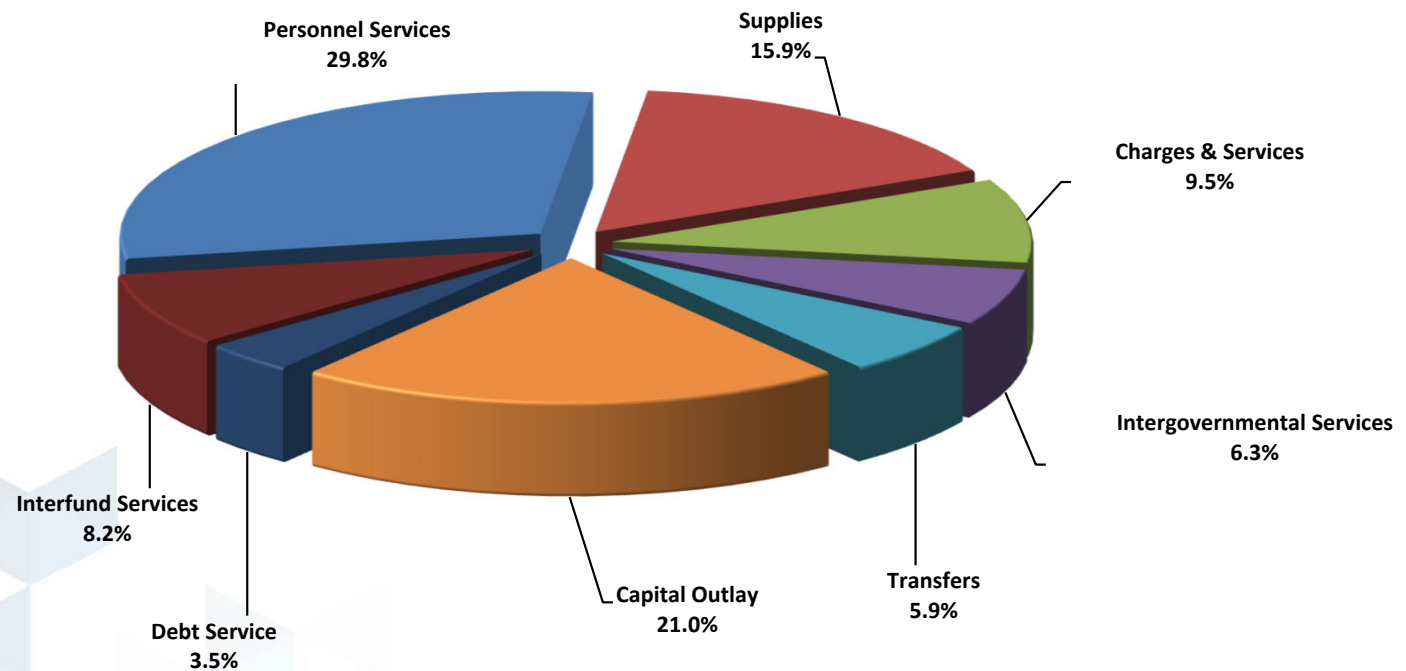
2025 Appropriations – All Funds



BUDGET 2025



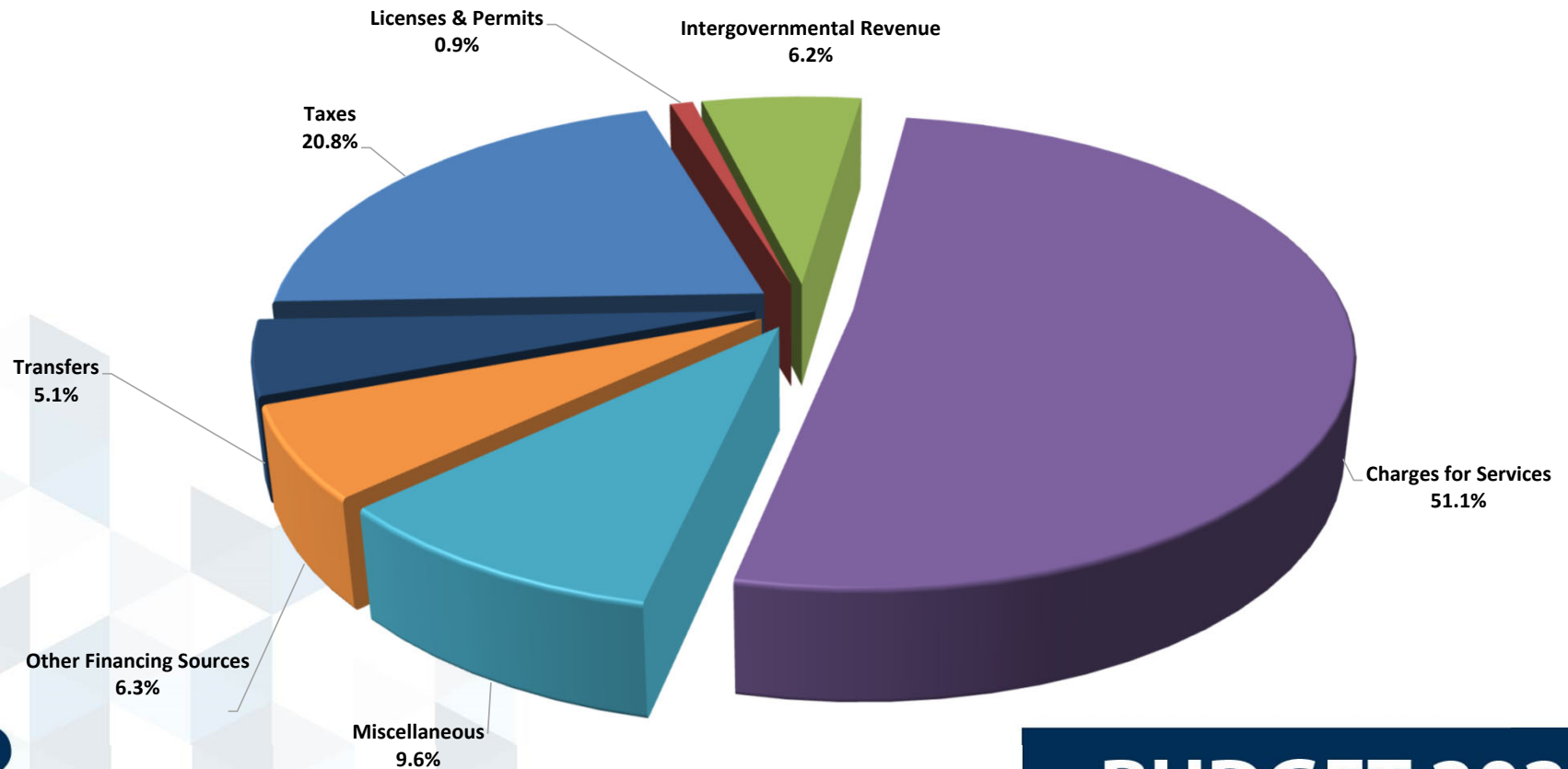
2025 Appropriations – All Funds By Major Category



BUDGET 2025



2025 Estimated Revenues – All Funds



BUDGET 2025



All Funds - Revenue

Category	2024 Budget	2025 Proposed Budget	Amount Change	Percent Change
Taxes	63,763,877	67,469,851	3,705,974	5.8%
Licenses & Permits	2,846,575	2,841,575	(5,000)	-0.2%
Intergovernmental Revenues	15,664,994	20,004,726	4,339,732	27.7%
Charges for Goods & Services	161,862,143	166,050,563	4,188,420	2.6%
Miscellaneous Revenue	25,432,694	30,984,821	5,552,127	21.8%
Other Financing Sources	3,673,424	16,022,805	12,349,381	336.2%
Transfers In	18,749,928	20,986,721	2,236,793	11.9%
Total Revenues	291,993,635	324,361,062	32,367,427	11.1%
Appropriated Beginning Fund Bal	23,846,222	39,011,515	15,165,293	63.6%
Total Revenues and Fund Bal	315,839,857	363,372,577	47,532,720	15.0%



BUDGET 2025

All Funds - Expenditures

Category	2024 Budget	2025 Proposed Budget	Amount Change	Percent Change
Personnel	105,050,381	106,707,263	1,656,882	1.6%
Supplies	55,002,844	57,343,280	2,340,436	4.3%
Charges & Services	32,589,520	33,986,609	1,397,089	4.3%
Intergovernmental Services	19,440,918	22,601,246	3,160,328	16.3%
Transfers Out	18,749,928	20,986,721	2,236,793	11.9%
Capital Outlay	41,804,545	75,200,844	33,396,299	79.9%
Debt Service	12,886,518	12,686,407	(200,111)	-1.6%
Interfund Services	27,418,113	33,857,207	6,439,094	23.5%
	312,942,767	363,369,577	50,426,810	16.1%



BUDGET 2025

2025 Budget – General Fund

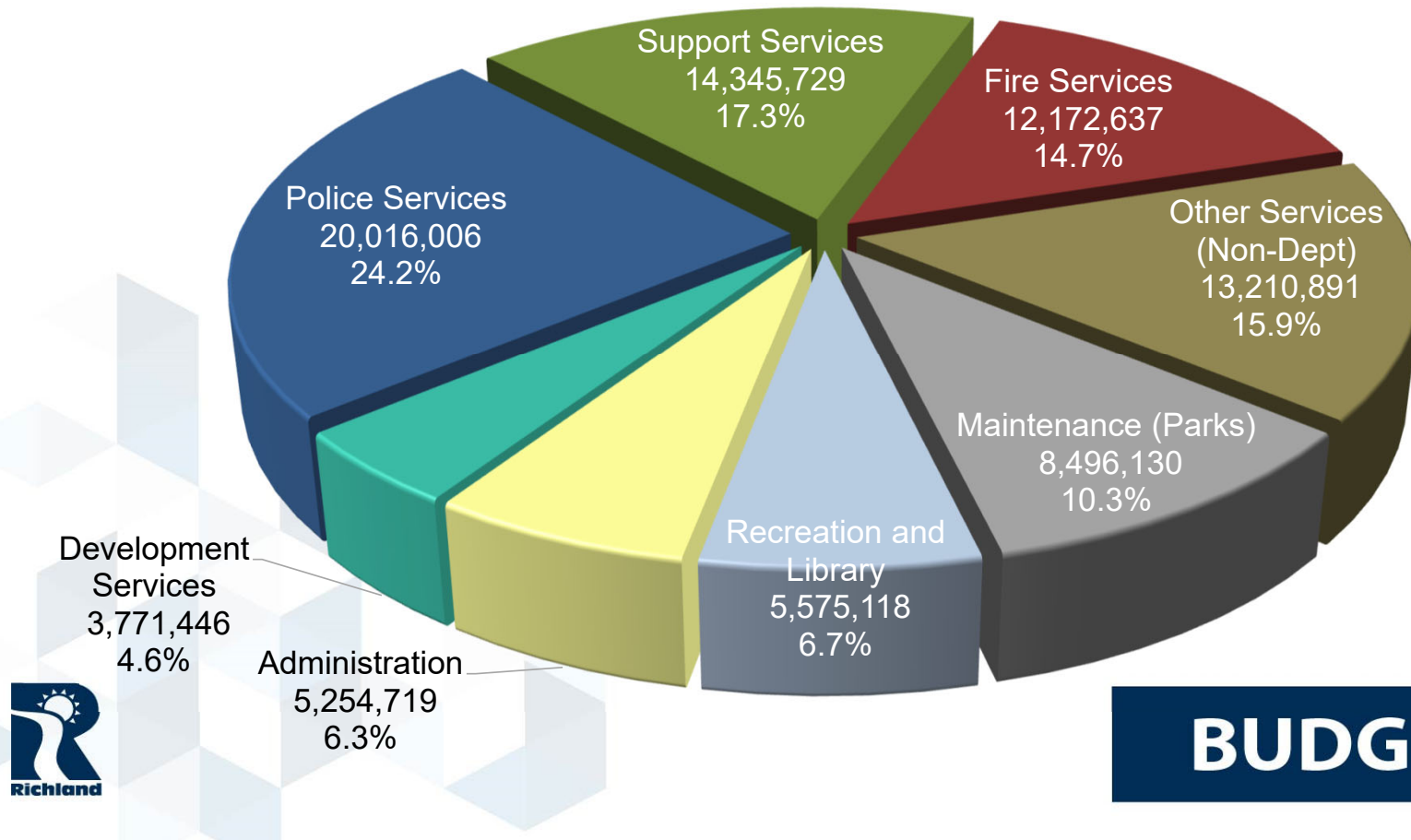
Balanced budget for 2025

- Appropriations for General Fund
 - \$82,842,676
 - Approximately \$100,000 increase from preliminary
 - Increase from 2024 budget of 7.4%



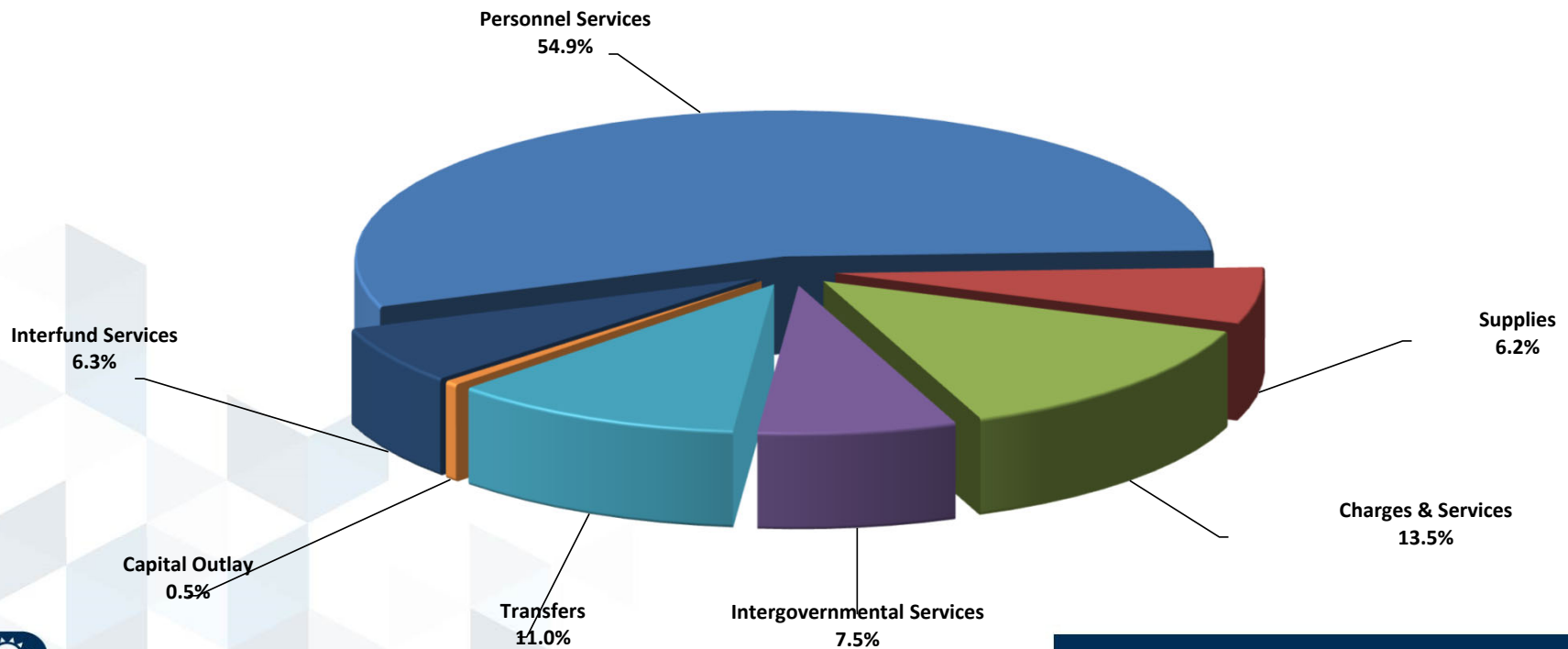
BUDGET 2025

2025 Appropriations – General Fund



BUDGET 2025

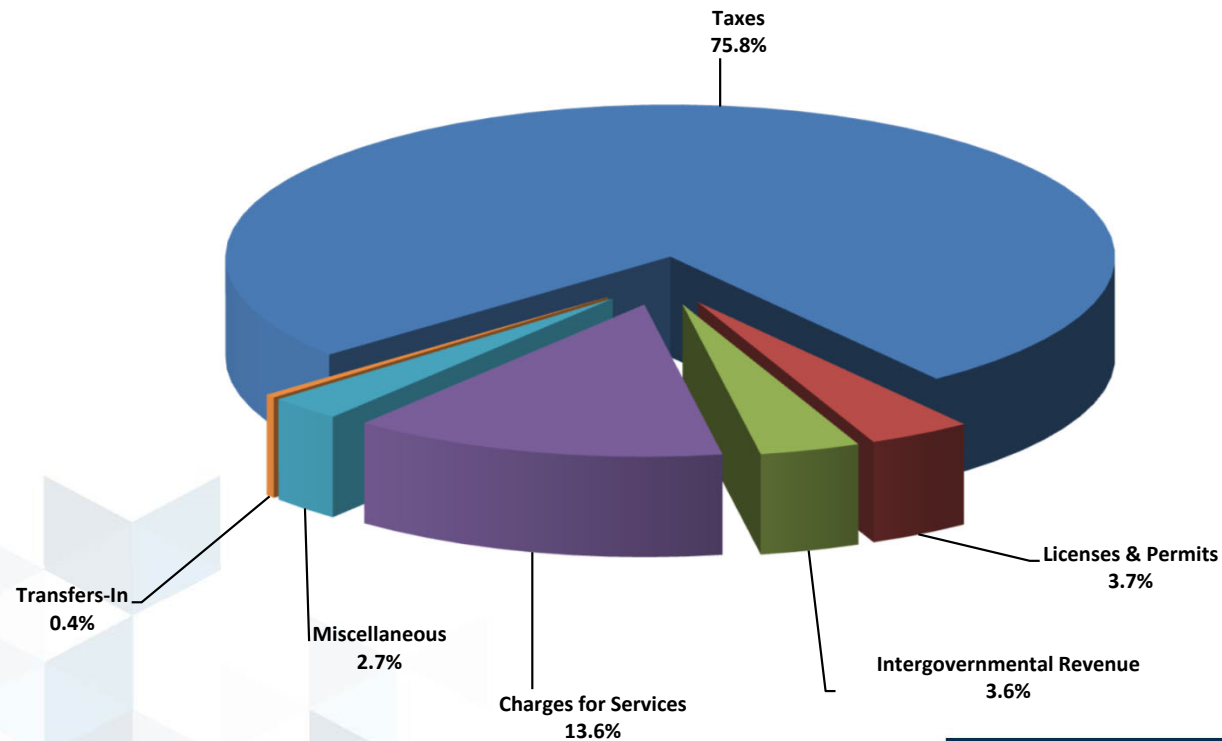
2025 Appropriations – General Fund By Major Category



BUDGET 2025



2025 Estimated Revenues – General Fund



BUDGET 2025



General Fund - Revenue

Category	2024 Budget	2025 Proposed Budget	Amount Change	Percent Change
Taxes	53,011,152	56,400,624	3,389,472	6.4%
Licenses & Permits	2,778,500	2,778,500	-	0.0%
Intergovernmental Revenues	5,451,400	2,708,745	(2,742,655)	-50.3%
Charges for Goods & Services	9,752,694	10,118,548	365,854	3.8%
Miscellaneous Revenue	1,801,700	1,997,600	195,900	10.9%
Transfers In	381,921	287,929	(93,992)	-24.6%
Total Revenues	73,177,367	74,291,946	1,114,579	1.5%
Appropriated Beginning Fund Bal	3,980,940	8,550,730	4,569,790	114.8%
Total Revenues and Fund Bal	77,158,307	82,842,676	5,684,369	7.4%



BUDGET 2025

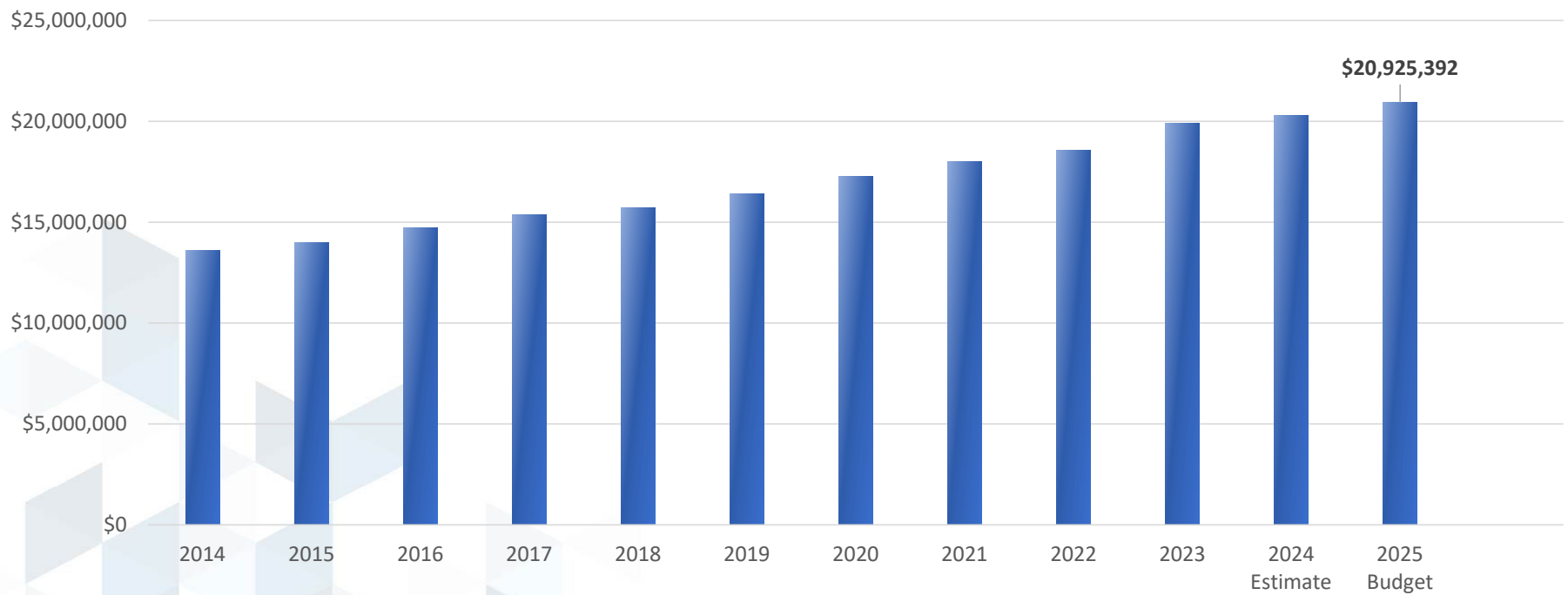
General Fund - Expenditures

Category	2024 Budget	2025 Proposed Budget	Amount Change	Percent Change
Personnel	45,303,010	45,477,071	174,061	0.4%
Supplies	4,741,624	5,172,190	430,566	9.1%
Charges & Services	11,466,663	11,166,327	(300,336)	-2.6%
Intergovernmental Services	3,916,130	6,183,110	2,266,980	57.9%
Transfers Out	5,417,917	9,145,530	3,727,613	68.8%
Capital Outlay	1,215,000	444,305	(770,695)	-63.4%
Interfund Services	5,097,963	5,254,143	156,180	3.1%
	77,158,307	82,842,676	5,684,369	7.4%



BUDGET 2025

General Fund Property Tax

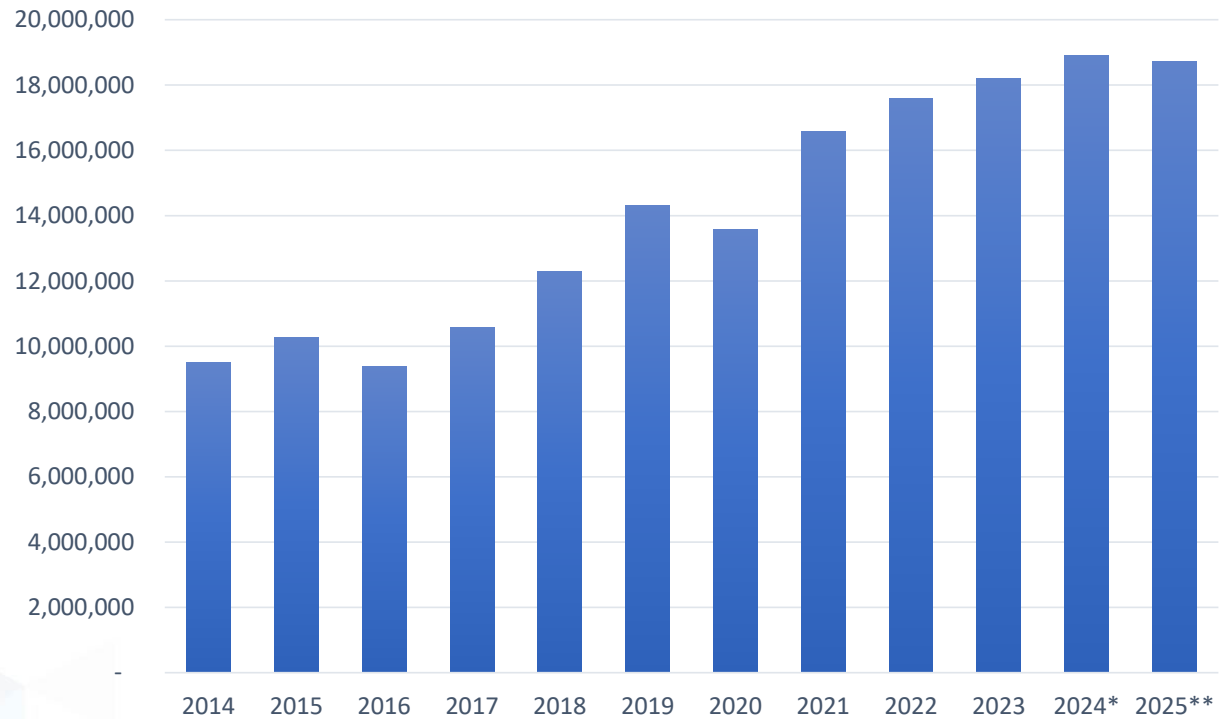


BUDGET 2025



General Fund Sales Tax

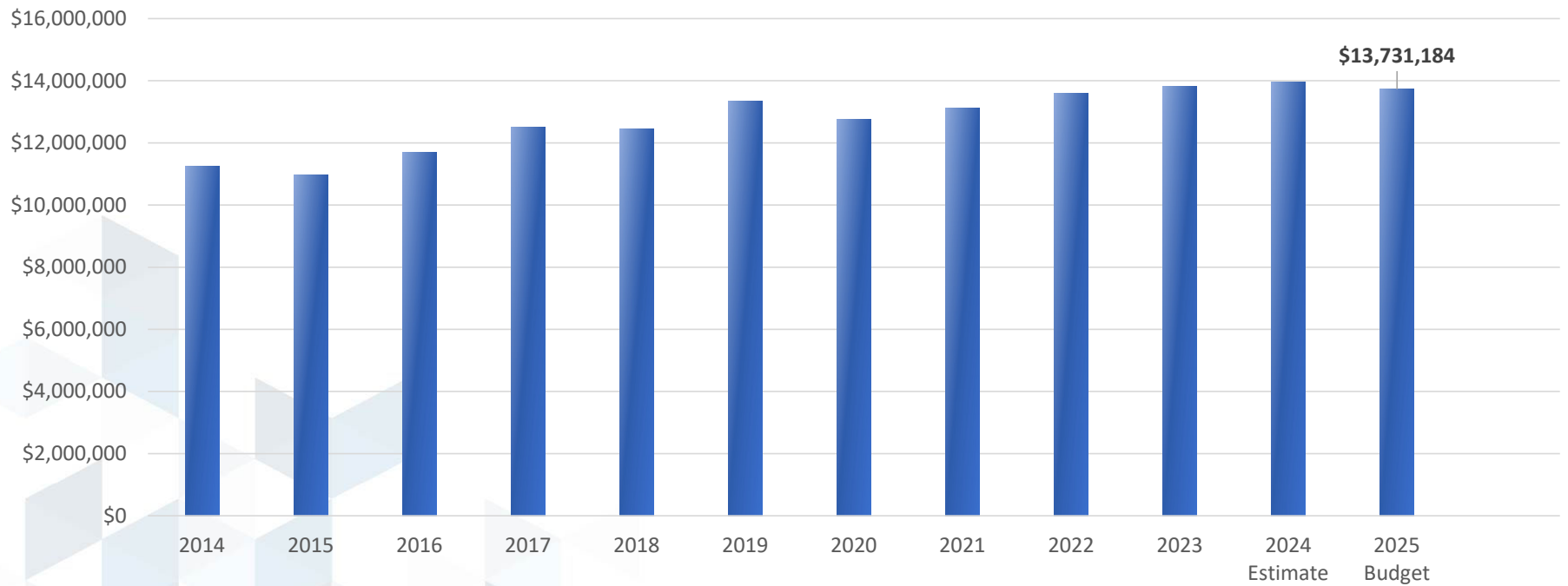
Year	Collections
2014	9,502,463
2015	10,280,216
2016	9,380,437
2017	10,588,622
2018	12,300,602
2019	14,323,106
2020	13,562,505
2021	16,572,649
2022	17,577,212
2023	18,189,562
2024*	18,900,000
2025**	18,735,249
*Estimated	**Budgeted



BUDGET 2025



General Fund Utility Tax



BUDGET 2025





2025 Capital Improvement Plan



- 56 projects totaling \$82.9 million planned in 2025 Capital Projects
- Commitment to stability, diversifying the economy, economic development, operational effectiveness, and maintaining our infrastructure
- Planned investments for Capital Projects in 2025:
 - \$11.9 million of Electrical system improvements
 - \$15.0 million for Municipal, Park & Facility improvements
 - \$22.5 million in Transportation projects
 - \$33.5 million in Water, Wastewater, Stormwater and Solid Waste projects

BUDGET 2025



2025 Capital Improvement Plan Notable Capital Projects



- Horn Rapids Landfill Expansion
- West Village Park Phase II (Playground)
- Fleet Vehicle & Heavy Equipment Replacement
- Pavement Preservation Program
- Northwest Advanced Clean Energy Park (NACEP) Sewer Extension
- Duportail/Kennedy Intersection Improvements (DNR Development)
- Downtown Connectivity Improvements (One-way Couplets)
- Safe Routes to School Improvements

BUDGET 2025

Next Steps For Budget Adoption

November 5th

- First Reading – 2025 Budget & CIP Ordinance
- Passage – Ad Valorem Taxes & Property Tax Levies

November 19th

- Passage – 2025 Budget & CIP Ordinance. Third and Final Public Hearing



BUDGET 2025